

IN THE

United States Court of Appeals
FOR THE ELEVENTH CIRCUIT

IRA KLEIMAN, as the Personal Representative
of the ESTATE OF DAVID KLEIMAN,
Plaintiff-Appellant,
W&K INFO DEFENSE RESEARCH, LLC,
Plaintiff,
—v.—

CRAIG WRIGHT,
Defendant-Appellee.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

SUPPLEMENTAL APPENDIX
VOLUME XVI OF XVII

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1 THE COURT: All right. Ladies and Gentlemen, please
2 be seated.

3 And we'll continue with the questioning.

4 BY MR. BRENNER:

5 Q. Okay. Dr. Klin, we're almost through.

6 For the next series of questions, I'm going to ask you to
7 assume certain things. I'm not asking you to agree with them,
8 but I'm going to ask you to make certain assumptions. Okay?

9 A. Yes.

10 Q. I want you to assume that the jury has heard evidence that
11 Dr. Wright has submitted altered or forged documents. You
12 would agree with me that there's nothing about autism that
13 would cause Dr. Wright to submit altered or forged documents,
14 correct?

15 A. There is nothing in autism that makes that person commit
16 perjury or forge documents or lie.

17 Q. I want you to assume again that the jury has heard expert
18 testimony that Dr. Wright produced fraudulent documents.
19 There's nothing in the nature of individuals who have autism
20 that would cause them to produce fraudulent documents, correct?

21 A. No.

22 Q. I'm correct?

23 A. You are correct.

24 Q. Thank you.

25 And I want you to also assume that the jury has seen

1 evidence that Dr. Wright submitted written declarations that
2 are contradicted by his own testimony. There's nothing about
3 autism that would cause someone to do that either, right?

4 A. That is correct, with the proviso that individuals with
5 autism may see a given situation very differently than others
6 because they don't share the same social context or because
7 they are overly pedantic, or they are overly obsessed with
8 irrelevant details in a particular situation that would make
9 them basically make statements outside of the context that
10 everybody would judge them as doing so.

11 Q. Okay. The jury has seen evidence that Dr. Wright submitted
12 affidavits -- I want you to assume the jury's seen --

13 MS. MCGOVERN: Objection, Your Honor. The manner in
14 which the statement is being made mischaracterizes the evidence
15 in the record. I think the question that was discussed earlier
16 was not this one.

17 THE COURT: Yes. As a hypothetical. Sustained.
18 Rephrase.

19 BY MR. BRENNER:

20 Q. I want you to assume that the jury has heard evidence that
21 Dr. Wright submitted affidavits to two different Courts that
22 directly contradict each other. Okay? That's the assumption,
23 okay?

24 A. Okay.

25 Q. And nothing about autism would cause him to do that either,

1 correct?

2 A. Except for what I've mentioned to you before, that
3 individuals with autism tend to make statements outside of the
4 shared context, that they have a tendency for
5 self-incrimination.

6 And part of what we do is to try and understand the context
7 that they come from so that we don't punish them for their
8 disability.

9 MR. BRENNER: Your Honor, can I publish P710 and P748?

10 MS. MCGOVERN: Could I see the two beforehand, please?
11 Could we look at them before they are published?

12 MR. BRENNER: Not to the jury, please.

13 You know what, Your Honor? Give me one moment.

14 MS. MCGOVERN: Your Honor, I object to the use of the
15 evidence with respect to this witness for the same reason we
16 discussed with the other exhibit.

17 MR. BRENNER: You know what, Your Honor? I'll
18 withdraw the question.

19 Dr. Klin, thank you so much for your time.

20 I've concluded my examination, Your Honor.

21 THE COURT: All right. Any redirect?

22 MS. MCGOVERN: Very short.

23 REDIRECT EXAMINATION

24 BY MS. MCGOVERN:

25 Q. Good morning, Dr. Klin.

1 A. Good morning.

2 Q. I was just checking the time.

3 Dr. Klin, based on your three-plus decades of work,
4 research in the field of autism and your role in defining it
5 for the world, do you have any reservation whatsoever with
6 respect to your diagnosis of autism for Dr. Wright?

7 A. I do not.

8 Q. Dr. Klin, you testified earlier, and in your report at
9 Pages 5, 8 and 11, you state that: "The human condition of
10 autism carries with it a difficulty in establishing meaningful
11 and maintaining meaningful reciprocal friendship."

12 Do you recall that?

13 A. Yes.

14 Q. If such a friendship is found, a meaningful, perceived --
15 albeit one-sided reciprocal friendship with a person with
16 autism is found, what sort of attributes can you expect to
17 present?

18 MR. BRENNER: Objection. Beyond the scope of cross
19 and also beyond the expert report.

20 MS. MCGOVERN: Your Honor, it's specifically --

21 THE COURT: Overruled. I'll allow it.

22 THE WITNESS: Individuals with autism do not have the
23 same opportunities as their peers to develop relationships and
24 friendships. Individuals with high intellect and autism, they
25 tend to alienate others with their circumscribed interests and

1 their one-sided approaches, sometimes with their obsession
2 about others. They also don't understand their role in the
3 reaction of others.

4 BY MS. MCGOVERN:

5 Q. Can sometimes a friendship be enhanced?

6 A. In the case of Dr. Wright over the course of his life, a
7 friend would be somebody who shared his interests and tolerated
8 his obsession about his interests.

9 Later, this also became people who would not call him
10 everything that he heard --

11 MR. BRENNER: Objection. This is a narrative beyond
12 the question asked.

13 THE COURT: Sustained.

14 BY MS. MCGOVERN:

15 Q. If you could simply briefly conclude your answer, Dr. Klin,
16 simply with respect to the type of attributes that can be
17 presented when a reciprocal friendship is perceived to be
18 achieved.

19 A. In individuals with autism, it is often the case that not
20 only the relationship is not reciprocated but the level of
21 relationship is not reciprocated.

22 MS. MCGOVERN: Thank you very much, Your Honor. No
23 further questions for Dr. Klin.

24 THE COURT: All right. Thank you, Dr. Klin.

25 Is Dr. Klin excused?

1 MS. MCGOVERN: Yes, he is, Your Honor.

2 THE COURT: On behalf of the Plaintiffs?

3 MR. BRENNER: Yes, Your Honor.

4 THE COURT: All right. You are excused, sir.

5 (Witness excused.)

6 THE COURT: And the Defendant's next witness?

7 MS. MCGOVERN: Your Honor, would you mind terribly
8 giving us a brief recess for 10 minutes to assess the testimony
9 that we may or may not need to bring? If we could take a brief
10 break?

11 THE COURT: All right. Let's take a short five-minute
12 stretch break, all right?

13 MS. MCGOVERN: Thank you, Your Honor.

14 (Jury not present, 10:50 a.m.)

15 MS. MCGOVERN: Your Honor, I don't know if this is
16 important, but we did not ask the jury if they have questions
17 for Dr. Klin.

18 THE COURT: Oh, yes. Is Dr. Klin still with us? He's
19 here?

20 MS. MCGOVERN: He should be.

21 THE COURT: All right. So let's figure out who our
22 next witness is.

23 MS. MCGOVERN: Thank you, Your Honor.

24 THE COURT: And then let me bring -- actually, let me
25 ask the jury so I don't need to bring Dr. Klin back.

1 But, Dr. Klin, if you wouldn't mind staying for the
2 five minutes, and let's see if the jury has any questions for
3 you.

4 And thank you for bringing that to the Court's
5 attention.

6 All right. We're on a five-minute recess.

7 (Recess from 10:51 a.m. 10:59 a.m.)

8 THE COURT: Dr. Klin, well, perhaps if they do have
9 questions it might make sense -- they may not have any
10 questions. But let's see.

11 (Before the Jury, 10:59 a.m.)

12 THE COURT: All right. Welcome back, Ladies and
13 Gentlemen.

14 Please be seated.

15 I neglected to ask if any of you had any questions for
16 Dr. Klin.

17 Is there anyone that has a question for Dr. Klin?

18 If you do, just raise your hand, so I know that you
19 are writing your question down.

20 And since we do have a question, let me have the
21 attorneys sidebar, please.

22 (At sidebar on the record.)

23 THE COURT: All right. Thank you.

24 The first question reads as follows: "Does a person
25 diagnosed with autism show emotion just as easily as a person

1 who is not?"

2 MS. MCGOVERN: No objection.

3 MR. BRENNER: No objection.

4 THE COURT: Second question: "How often is it seen
5 for an autistic person to become successful and independent out
6 of their household?"

7 MS. MCGOVERN: No objection.

8 MR. BRENNER: No objection.

9 THE COURT: Okay.

10 (End of discussion at sidebar.)

11 THE COURT: All right. Thank you, Ladies and
12 Gentlemen. The questions are permissible and I will ask the
13 questions. There are two, and I will ask them one at a time.

14 Dr. Klin, does a person who is diagnosed with autism
15 show emotion just as easily as a person who is not?

16 THE WITNESS: That is a wonderful question.

17 Individuals with autism have emotions and they express
18 them particularly when they are under stress or when they are
19 angry about something.

20 So as we usually say to parents, yes, children feel
21 emotion. They can get hurt and they often do. However,
22 individuals with autism have difficulty in expressing emotions
23 communicatively, meaning that they use their own faces and
24 non-verbal gestures to communicate intent to others.

25 So in the case of Dr. Wright, for example, one of the

1 questions that his wife raised is the fact that he likes to be
2 congratulated, but you would never know that he is actually
3 happy. On Dr. Wright's side, saying that: "I am happy, but
4 she's not seeing it." She's not seeing it because he's not
5 smiling his intention of communicating something to the other.
6 So that's typically what happens in autism.

7 Yes for emotional expressions. And sometimes under
8 stress they can be extreme. Dr. Wright's mother called this
9 adult tantrums.

10 THE COURT: The second question reads as follows:
11 "How often is it seen for an autistic person to become
12 successful and independent outside of their household?"

13 THE WITNESS: Another wonderful question.

14 Unfortunately, this is -- this does not happen very
15 often. Forty-two percent of individuals with autism have
16 intact intellect or have gifted skills. Of those 42 percent, a
17 very -- a small minority of those individuals can actually
18 succeed. And those typically are the individuals who build on
19 their circumscribed interests, on their obsessions with
20 learning and knowledge, and make them into a vocation.

21 So there are professors who have autism at places like
22 MIT and Georgia Institute of Technology and Carnegie Mellon
23 because they were able to use something that they do so well
24 for the purpose of a vocation.

25 Having said that, the very same individuals may have

1 extreme disabilities in areas other than what they are focusing
2 on, for example, at their job.

3 THE COURT: Thank you, Dr. Klin. You are excused.

4 And the Defendant's next witness.

5 MR. RIVERO: Your Honor, the Defense calls Dr. Craig
6 Steven Wright.

7 THE COURT: All right. Dr. Wright, if you'll step
8 forward once again. Remain standing, raise your right hand to
9 be placed under oath.

10 CRAIG WRIGHT, DEFENDANT, SWORN

11 THE COURT: You may be seated, sir.

12 Dr. Wright, let me advise you that if you have been
13 fully vaccinated, and you are comfortable, you are permitted to
14 take your mask off while you are responding to questions and
15 testifying.

16 THE WITNESS: Thank you, Your Honor.

17 MR. RIVERO: May it please the Court, counsel, Ladies
18 and Gentlemen of the Jury.

19 Pardon me, Judge. I'm trying to keep track of my
20 time.

21 DIRECT EXAMINATION

22 BY MR. RIVERO:

23 Q. Good morning, Dr. Wright.

24 A. Good morning.

25 Q. Dr. Wright, did you form a business partnership agreement

1 with David Kleiman to invent and mine Bitcoin?

2 A. No.

3 Q. Sir, please -- as I ask you questions, what I'm going to
4 ask you to do is to listen to my question and answer my
5 question. Do you understand?

6 A. I do.

7 Q. Would it be helpful to have a pad of paper and a pen in
8 order to -- during the examination?

9 A. Yes. When I read and write, I find it easier than when I
10 listen.

11 MR. RIVERO: Your Honor, I would ask permission to
12 hand Dr. Wright a blank pad of paper and a pen, if there's no
13 objection and if the Court would permit it.

14 THE COURT: You may do so.

15 MR. RIVERO: Let me just show the pad to counsel, so
16 that there's no issue that it's a blank pad of paper.

17 (Pause in proceedings.)

18 BY MR. RIVERO:

19 Q. Dr. Wright, where were you born?

20 A. I was born in Chermside, a suburb of Brisbane, which is in
21 Queensland, Australia.

22 Q. What year?

23 A. 1970.

24 Q. And sir, can you tell the jury something about your coming
25 up in life. If you could, start with your family.

1 A. My mother and father separated and divorced when I was five
2 years of age. My mother and father had fights over me,
3 including my father taking me away. The last time I was raised
4 by my father was when I was 10.

5 My mother had a number of other men in her life, including
6 other husbands. Most of those were abusive.

7 Q. Let me take that by parts, sir. Was your father in your
8 life after age 10?

9 MR. FREEDMAN: Objection. Relevance.

10 THE COURT: Sustained.

11 THE WITNESS: I met him very --

12 THE COURT: The objection is sustained, sir.

13 BY MR. RIVERO:

14 Q. Sir, in -- what was the family unit that you did live with
15 in your growing-up years?

16 A. My mother --

17 MR. FREEDMAN: Objection. Relevance.

18 THE COURT: The objection is overruled.

19 THE WITNESS: My mother, my sisters -- I had quite a
20 few sisters -- and the various stepfathers that I had on and
21 off.

22 BY MR. RIVERO:

23 Q. Sir, did you -- besides the family that you have mentioned,
24 did you have a relationship with your grandparents?

25 A. Very close, yes, on my mother's side.

1 Q. And did they live nearby when you were growing up?

2 A. At times. At another time I used to ride there on my bike,
3 which was further.

4 Q. I'm sorry. I didn't hear.

5 MR. FREEDMAN: I'm having trouble hearing the witness.
6 If we could move the microphone a bit closer, please.

7 THE WITNESS: At times, sometimes when my mother was a
8 bit further I used to ride there on my bike.

9 BY MR. RIVERO:

10 Q. And sir, just give us an idea of how much time you spent
11 with your grandparents.

12 A. My mother would drop me off in the morning before she went
13 to her first job, and I would go there after school before my
14 mother had her second job at night.

15 I used to go there on the weekends as well. I spent most
16 weekends with my grandparents when I was growing up.

17 Q. What did you call them?

18 A. Nana, which was my grandmother, and Pop, which was my
19 grandfather.

20 Q. What was your relationship like with your Nana?

21 MR. FREEDMAN: Objection. Relevance.

22 THE COURT: Sustained.

23 MR. RIVERO: Your Honor, I think the background is
24 relevant to --

25 THE COURT: Yes. Some background. But the objection

1 is sustained.

2 BY MR. RIVERO:

3 Q. All right, sir. What was your relationship with your
4 grandfather?

5 A. My grandfather and I were very close. I spent a lot of
6 time with him. I -- well, basically, the hamshack that
7 everyone talked about, and his electronics workshops, and his
8 computer room. I spent I think 90 percent of my time with him
9 growing up in there.

10 Q. Sir, explain what a hamshack is.

11 A. It's like a radio station. Like he had his own -- it's an
12 amateur radio station. He would build radios and try and
13 communicate with people around the world. So people in
14 Germany, America, other such places. And he would also send
15 telegraph and other communications using electronic
16 methodologies.

17 Q. And sir, did your grandfather teach you about technology as
18 a relatively young child?

19 A. I don't know if you would say "teach." He was like me.
20 I'm a terrible teacher that way. But he would make me learn.
21 So he would basically sit me down and I would have to learn
22 things if I wanted to continue spending time with him.

23 Q. Besides radio, did he have other background in technology?

24 A. Yes. He worked with some of the people and had
25 communications with the -- what do you call it -- University of

1 Melbourne, and a number of other universities to do with the
2 early Internet protocols.

3 He had dumb terminal connections to a number of VMS
4 machines in Australia in different companies. He taught me how
5 to use VMS and also was involved with DECK for Deckers. He was
6 involved with electronics. He was an electronic engineer as
7 well. So he taught me about building systems. We used to
8 build a lot of different things, like electronic computers. I
9 built my own computer when I was a kid. So we used to build
10 all the time.

11 Q. What -- at what age did you build an electronic computer?

12 A. Eleven.

13 Q. And what year was that?

14 A. That was in end of '81, beginning of '82.

15 Q. Was that on your own or with your Pop?

16 MR. FREEDMAN: Objection. Relevance.

17 THE COURT: Sustained.

18 BY MR. RIVERO:

19 Q. Sir, did your grandfather have in his hamshack or in his
20 house -- did he have any Japanese memorabilia?

21 A. Yes. He had quite a lot. My grandfather had been on the
22 Philippines during the US occupation. He helped build radio
23 stations for the sort of anti-occupation forces in the
24 Philippines. And he paved the way for MacArthur to come back.

25 So he had a lot of Japanese memorabilia. He had uniforms.

1 He had basically a crate of both Malaysian, Singaporean, and
2 Australian occupation money. He had swords, the ones that he
3 got at the end of the war. He had different records from the
4 Japanese. He had a lot of older samurai memorabilia that he
5 had when MacArthur came back in that was left. He had Japanese
6 weapons. He had Japanese tea sets. I used to always like
7 that. I had one of those from him when he died. And also, a
8 lot of other bamboo-type items that were decorative.

9 Q. Sir, do you today, as a result, collect Japanese
10 memorabilia?

11 MR. FREEDMAN: Objection. Relevance.

12 THE COURT: Sustained.

13 BY MR. RIVERO:

14 Q. Sir, can you please describe your education, but only up to
15 Halloween 2008 -- and sir, let's take it by parts. Can you
16 tell us where you studied through high school.

17 A. I went to Everton Park, first of all, for year eight to
18 year 10, but I had a number of problems there. I had --
19 people -- well, I ended up moving. My mother moved me because
20 I topped the state in Australian math and physics tests, but I
21 had other problems and the school had difficulty with me.

22 They had diagnosed me as social maladjustment disorder at
23 the time. And my mother moved me to Padua College in year 11.
24 In Padua College, when I started having problems -- they saw
25 how I was doing in math and couldn't understand, so the school

1 psychologist had me tested and told me I had Asperger's.

2 MR. FREEDMAN: Your Honor, objection. Narrative and
3 relevance.

4 THE COURT: Sustained.

5 BY MR. RIVERO:

6 Q. Sir, did you -- you say you were attending a college at age
7 17. Did I understand that correctly?

8 A. I also -- yes. I ended up going to the Brisbane College of
9 Advanced Education and got my first degree, which was a
10 bachelor of applied science in discrete mathematics in 1987.

11 Q. And in 1987, you were 17 years old?

12 A. Yes.

13 Q. All right, sir. So --

14 A. I turned 17. I was 16 for most of it.

15 Q. Sir, can you tell us if you had friends up to this point in
16 your life.

17 A. I used to study with Steven Wong, who was the Chinese
18 exchange student. We had rivalry and competition over who did
19 best in math.

20 Q. Anyone else?

21 A. I got on very well with Father Edwin Nally. Father Nally
22 was a priest who was also a psychologist. And I used to visit
23 him every week up until my thirties because he passed away.

24 Q. This was a catholic priest at a school you attended?

25 MR. FREEDMAN: Objection. Relevance.

1 THE COURT: Sustained.

2 BY MR. RIVERO:

3 Q. Sir, once you completed your first -- your first
4 undergraduate degree in 2007, did you continue to study at
5 universities? And I only want to go up until Halloween of
6 2008.

7 A. Yes.

8 Q. Can you describe that -- if you can, describe it by parts.
9 Take us one degree and I'll go to the next one. I don't want
10 to cause a narrative answer, sir.

11 A. In 199 -- sorry -- '88, I studied at the University of
12 Queensland. I was doing a joint degree in electrical
13 engineering and bachelor of science in computer science. So
14 two degrees.

15 Q. Where did you study that?

16 A. Queensland, in University of Queensland.

17 Q. And did you obtain that degree -- those were two subjects.
18 Did you obtain one or two degrees in 1988?

19 A. No. My third year, I was diagnosed with cancer and I had
20 to drop out.

21 Q. So you did not obtain those degrees?

22 A. The science and the other, I went back through open
23 university by distance. And while I was being treated, I did
24 that degree. But I didn't finish the fourth year of
25 engineering.

1 Q. Sir, once you recovered from your illness and returned to
2 your studies, did you start working at this point in time?

3 A. I'd been working through university as well. And I had
4 actually joined the Royal Australian Air Force during part of
5 it. So I was working on my holidays.

6 Q. So tell me, when did you join the Royal Australian Air
7 Force?

8 MR. FREEDMAN: Objection. Relevance.

9 THE COURT: Sustained.

10 BY MR. RIVERO:

11 Q. Why did you join the Royal Australian --

12 MR. FREEDMAN: Objection. Relevance.

13 THE COURT: Sustained.

14 BY MR. RIVERO:

15 Q. Sir, after recovering from illness, did you at any point
16 study theology?

17 A. I did.

18 MR. FREEDMAN: Objection. Relevance.

19 THE COURT: Sustained.

20 MR. RIVERO: Your Honor, Dr. Wright's studies --

21 THE COURT: The objection is sustained, Mr. Rivero.

22 You may ask your next question.

23 MR. RIVERO: Your Honor -- sorry.

24 BY MR. RIVERO:

25 Q. Dr. Wright, were you ordained as a minister in a

1 Protestant --

2 MR. FREEDMAN: Objection. Relevance.

3 THE COURT: Sustained.

4 BY MR. RIVERO:

5 Q. Sir, what was the next degree that you obtained?

6 MR. FREEDMAN: Objection. Relevance.

7 THE COURT: Overruled. I'll allow it.

8 THE WITNESS: I did my bachelor of divinity and then
9 continued through to get a doctorate in theology.

10 Simultaneously, during that process, I also kept
11 studying a number of other areas in mathematics and computer
12 science. Those continued with a master's degree in network
13 systems administration.

14 BY MR. RIVERO:

15 Q. Where did you obtain your master's degree in network
16 administration?

17 A. Charles Sturt University.

18 Q. I'm sorry. Charles Stewart University?

19 A. Sturt.

20 Q. And where is that located?

21 A. That's in Wagga Wagga in Australia.

22 Q. In what year?

23 A. That was in 2003, I think.

24 Q. All right, sir. And during this time, up to 2003, did you
25 have jobs?

1 A. Yes, I did.

2 Q. What jobs did you have?

3 MR. FREEDMAN: Objection. Relevance.

4 THE COURT: Sustained.

5 BY MR. RIVERO:

6 Q. Sir, did you work in computer coding at any time during
7 this period of time?

8 A. Yes. Right back till 1985. I was a game programmer when I
9 was young. So I worked by contract for a game company called
10 Thermonuclear WarGames, which was later bought by Electronic
11 Arts. It had a number of early like movie-based games.
12 "Kangaroo Jack" -- what do you call it? A number of other
13 things like that.

14 Q. Sir, what is the first time that you started coding
15 computers? What age?

16 A. Late in -- when I was eight years of age in 1989.

17 Q. What language?

18 A. I started back then in a combination of assembly language.
19 In Fortran, Forth, C, COBOL, and also a couple other, like
20 Pascal, but I didn't like Pascal.

21 Q. Sir, just to make sure that I understand, you say you're
22 coding at age eight in a combination of languages. Is that
23 what you have just described?

24 A. Yes. My first video game that I sold was in 1982.

25 Q. So, when you say: "C," can you explain to the jury what

1 you mean that you were coding in the C language at age eight.

2 A. I started learning how to do it. I started a computer
3 club. We built our own computers. We basically took some of
4 the BBC Micro designs and built them. It was a ZED80-type
5 system.

6 I started following coding magazines, electronic
7 engineering magazines. I started building little things like
8 door openers, things to turn kettles on and off, just equipment
9 for around the house. I just thought of random things and
10 built them and coded it.

11 Q. Sir, let me just -- sir, I'm going to ask you: What is
12 C -- what is C language in coding? Can you explain what that
13 means.

14 A. So C is a sort of open platform language. It's based on
15 some of the early Unix forms. It derives from something that
16 was originally called B that was done by AT&T and others, I
17 believe. And what it is, is it's a low-level language that is
18 very close to the machine without being machine language.

19 Machine language, ASM, et cetera, is direct code that gets
20 turned into the ones and zeros when it's assembled. So C is
21 then a language that is linked and controlled using object --
22 sort of compilers, et cetera, that goes down into assembly
23 language and then gets assembled into machine language.

24 Q. Are there then derivatives from the original C language?

25 A. Yes. Later on, I learned C++. C++ is effectively C with a

1 whole lot of libraries built in. I started on Borland C.
2 Borland C was one of the early ones back in the 1980s.

3 So as I said, the early days with CP/M, which was an early
4 operating system, I used to write a variety of different
5 programs to try and supplement my income and buy textbooks that
6 was buying. That would include some of the game programs, but
7 also I did accounting software as well.

8 Q. Sir, when did you start -- first start using coding
9 languages in a job?

10 A. Technically, when I was doing my own stuff -- I don't know
11 if I would say it's a job, but I was writing and submitting
12 programs and they would be sold. I had a number of early ones
13 for both the Commodore and Omega, but also a number of CP/M
14 programs that were sold.

15 I also --

16 Q. Dr. Wright, I'm going to ask you to slow down because I am
17 having difficulty hearing you, understanding you, and the
18 accent isn't normal to me. So if you would just slow down,
19 but -- yeah. Thank you.

20 A. So probably the first real job type that I did was in 1985.
21 I did some work with the Royal Australian Air Force because I
22 had family there and I helped redesign a parts database for the
23 F-111s.

24 Q. Sir, who was the family member who was in the Royal
25 Australian Air Force?

1 MR. FREEDMAN: Objection. Leading.

2 THE COURT: Overruled. I'll allow it.

3 THE WITNESS: Uncle Don.

4 BY MR. RIVERO:

5 Q. Okay. And were you associated with a business or a job at
6 this point in time in 1995 when you were doing computer-related
7 work for the Australian Air Force?

8 MR. FREEDMAN: Objection. Relevance.

9 THE COURT: Sustained.

10 BY MR. RIVERO:

11 Q. What jobs did you have that related to coding, sir?

12 A. I worked with Kmart. Kmart in Australia where -- a store I
13 did the computer stuff and I helped out with businesses that
14 were buying computers at the time. I was 15 at that stage. I
15 also did contract coding and also the stuff that I did
16 occasionally for the Air Force.

17 Later on, I ended up submitting programs to contract for
18 Thermonuclear WarGames for a time. I also then later started
19 doing early Pegasus work. There was a BBS and early Internet
20 ISP in Australia that we helped --

21 MR. FREEDMAN: Objection. Narrative.

22 THE COURT: Sustained.

23 BY MR. RIVERO:

24 Q. Dr. Wright, tell me after 1995 what was the next job or
25 setting where you did coding.

1 A. I worked in Aussie Maille in Australia at that point.

2 Q. What did you do related to coding -- what did you do at
3 Aussie Maille?

4 A. I was the corporate services manager and I had a team of
5 people. We built all of the systems, including databases, for
6 large clients, including -- like New South Wales school
7 systems. So we developed software in the early days of the web
8 before anyone else was online.

9 Q. Sir, how long did you continue doing that function at
10 Aussie Maille? From when to when?

11 A. I started there about '94 and finished up in '96, when I
12 went to the Australian Stock Exchange.

13 Q. At the Australian Stock Exchange, did you do any coding
14 work?

15 A. Yes. I was involved in building the Nipper Network. The
16 Nipper Network was the broken network that had all the trading
17 networks between the global connections and the Australian
18 brokers. We also connected the various state exchanges and we
19 built the system. There was no exchange software at this time.
20 We took it from when -- the old broad-based trading and we
21 built some of the first exchange software.

22 Q. Sir, you had mentioned a degree -- how long were you at the
23 exchange -- the stock exchange? From when to when?

24 A. In the -- 18 months later, I decided to start my own
25 company based on my software. I kept contracting to the stock

1 exchange and I kept doing work with them. So I was still
2 there, but for about 15 hours a week.

3 Q. Sir, up until -- when is it that you leave the stock
4 exchange to start your own business? What year?

5 A. '97.

6 Q. Okay. What, then, is your business -- is your business
7 related to computer technology and coding?

8 A. It is.

9 Q. What is that business called starting 1997?

10 A. DeMorgan. And there were a variety different ones.
11 DeMorgan Information Security Systems, DeMorgan PTY Limited.

12 Q. Okay. What was the business of -- how long did you operate
13 DeMorgan?

14 A. Technically, I had a fight with different staff members in
15 2004. But eventually I took back the company. And I still --
16 I mean, there's DeMorgan Singapore still.

17 Q. All right. So let's talk about the period then -- I
18 believe you're saying this is from approximately '98 to 2004.
19 What is the business of DeMorgan related to technology in that
20 time period?

21 A. We built the platform and helped launch Lasseters online
22 casino, which was the first legally licensed casino operation.
23 We built the audit software that allowed the Northern Territory
24 Government to monitor every trade. We built the statistical
25 software that allowed all of the monitoring of individuals to

1 ensure that problem gambling could be detected.

2 We built the software for some of the News Limited sites
3 getting online. We helped control the security systems for the
4 Australian Stock Exchange. I can --

5 Q. Dr. Wright, please -- so just give me a chance to ask you a
6 question.

7 A. Sorry.

8 Q. So I'll return to Lasseters. But during this period of
9 time, do you -- up to 2003 -- you had described a degree in
10 2003. Do you obtain other degrees relating to technology,
11 finance, or the like?

12 A. Yes. Before that, I had a master's degree in -- what do
13 you call it -- network and database design, which was from The
14 Open University system.

15 Q. What year?

16 A. That would be about 2001, from memory.

17 Q. What was the next degree you obtained?

18 A. Can't remember which particular one. I got -- from Charles
19 Sturt University, I got a master's in information security and
20 a master's in management. I'm not sure which one was first.
21 About 2004 and '05.

22 Q. Okay. You anticipated my question, sir.

23 Now, you said there was some issue, if I understood you
24 correctly, with the employees of DeMorgan. Did that company --
25 did you continue to work at that company or did you go to other

1 employment as of 2004?

2 A. 2004, I was working with my other company called Ridges
3 Estate. Ridges Estate did basically tokenized research. And i
4 also worked with the Australian Federal Police, New South Wales
5 Police, South Australian Police, and a number of American
6 agencies.

7 We developed software and tracking systems. And some of
8 the Australian side of the Grokster takedown, the LimeWire
9 peer-to-peer takedown, and other things. We helped develop
10 software for anti-Napster and helped in the Napster case.

11 Q. By the way, sir, in this now long period of time from when
12 a teenager -- a boy and a teenager, now to when you move over
13 to Ridges Estate in about 2004 or 2005, do you have social
14 friends?

15 MR. FREEDMAN: Objection. Relevance.

16 THE COURT: Sustained.

17 BY MR. RIVERO:

18 Q. Do you get married in this time period, sir?

19 A. I got married in 1996.

20 MR. RIVERO: Your Honor, may I have one moment?

21 THE COURT: Certainly.

22 MR. RIVERO: Thank you.

23 (Pause in proceedings.)

24 BY MR. RIVERO:

25 Q. Now, sir, with -- how long were you at Ridges Estates?

1 A. I closed Ridges Estate in 2007/'08. The roll-up then
2 followed up from there.

3 Q. Why?

4 A. I had moved over to working in BDO, BDO Kendalls in
5 Australia, which was an accounting and audit firm. I ended up
6 becoming an audit director and I continued working in that
7 organization.

8 Q. Is this into the -- in Australia, related to the American
9 accounting firm BOD Seidman?

10 MR. FREEDMAN: Objection. Relevance.

11 THE COURT: Sustained.

12 BY MR. RIVERO:

13 Q. Sir, why did you go to an accounting firm?

14 MR. FREEDMAN: Objection. Relevance.

15 THE COURT: Sustained.

16 MR. RIVERO: Your Honor, may I have a sidebar?

17 THE COURT: As to why?

18 MR. RIVERO: Yes, Your Honor.

19 THE COURT: Come on forward.

20 (At sidebar on the record.)

21 MR. RIVERO: Judge, this is a central issue in the
22 case. And I'm not sure if I can be heard. A central issue in
23 the case is the claim by the Plaintiffs that Dr. Wright's claim
24 to be the sole inventor of Bitcoin is of recent fabrication.
25 And I'm attempting to establish those credentials. And I

1 haven't been able to establish a number of them that would
2 establish that he has the ability solely to do this. And we
3 don't --

4 THE COURT: I'm sorry. The question was: "Why did he
5 move to a particular" -- that's where we are now. I just
6 sustained the objection. So why would I allow that?

7 MR. RIVERO: Judge, the answer is -- and I can ask it
8 in a different way -- the answer is that he went to the
9 accounting firm because of the experience at this Lasseters
10 outfit. And it's actually directly part of the flow of
11 establishing how he gets the idea to develop Bitcoin.

12 THE COURT: Okay.

13 MR. RIVERO: Now, I can ask a different question --

14 THE COURT: Is there anything on behalf of the
15 Plaintiffs?

16 MR. FREEDMAN: Only thing I would say, Your Honor, is
17 it's not Plaintiffs' contention that Dr. Wright couldn't have
18 made Bitcoin on his own. It's that he didn't make Bitcoin on
19 his own. Nobody's disputing that he is a talented computer
20 expert. I mean, this is just a --

21 THE COURT: Okay. We don't need sidebars when I
22 sustain an objection with regard to why somebody goes to a
23 certain place.

24 The objection is again sustained.

25 (End of discussion at sidebar.)

1 BY MR. RIVERO:

2 Q. Sir, did your move to the accounting firm have to do with
3 the work you were doing for Lasseters?

4 MR. FREEDMAN: Objection. Leading.

5 THE COURT: Sustained.

6 BY MR. RIVERO:

7 Q. What was the purpose of your move to BDO?

8 A. I had studied accounting, but I found I didn't have enough
9 knowledge. It's very different to study in a university and to
10 actually do. So I went and worked for an accounting firm, so
11 that I could learn what it's really like to have accounting. I
12 mean, I've run businesses --

13 MR. FREEDMAN: Objection. Narrative and relevance.

14 THE COURT: Sustained.

15 BY MR. RIVERO:

16 Q. Did you continue to work for Lasseters?

17 A. I did work on and off as a consultant right up until the
18 American anti-gaming act happened in 2005. That stopped
19 Lasseters --

20 MR. FREEDMAN: Objection. Narrative and relevance.

21 THE COURT: Overruled. I'll allow it.

22 THE WITNESS: That stopped has Lasseters from being
23 able to have the SWIFT connections in banking that they needed.
24 Most of the gambling clients were either in Hong Kong or
25 Malaysia. But the block in money transfer from those Asian

1 countries by the American government trying to stop gambling
2 into America also, effectively, killed off Lasseters.

3 BY MR. RIVERO:

4 Q. Sir, did you start to develop a gaming token for Lasseters?

5 A. I did, yes.

6 Q. What is a gaming token?

7 A. So a token is effectively like an electronic poker chip. I
8 wanted to be able to tokenize both different types of money,
9 like a ringgit, Singaporean dollar, Hong Kong dollar, and even
10 yen and yuan, and then also Australian dollar. And then we
11 could have different effectively poker chips that we -- could
12 be traded. And not only that, would allow us in different
13 areas, like the 7-Elevens in those countries, to spend and take
14 their money out without all of the problems that we were having
15 from the international banking system and SWIFT.

16 Q. So had there been -- this is for an online casino that
17 we're referring to, right?

18 A. Yes.

19 MR. FREEDMAN: Objection. Leading.

20 THE WITNESS: I'd also worked with other casinos --

21 THE COURT: Overruled. I'll allow it.

22 BY MR. RIVERO:

23 Q. I'm sorry. Dr. Wright, I didn't hear your answer.

24 A. I'd also done some work with other casinos. I'd done work
25 with MGM Grand in America. And I was also dealing in the past

1 with Playboy Gaming.

2 Q. So my question is about the Lasseters operation. That was
3 an online casino; is that right?

4 A. Yes. That's correct.

5 Q. So let's say that one was a gambler and went into this
6 online casino. Would you buy a token?

7 MR. FREEDMAN: Objection. Relevance.

8 THE COURT: Overruled. I'll allow it.

9 THE WITNESS: What I was hoping was it wasn't just at
10 the casino, but you could use it and even transfer within
11 country. That would allow more than that because then people
12 in somewhere like Hong Kong as a maid would be able to take
13 that money back and transfer it in their own country.

14 BY MR. RIVERO:

15 Q. When did you first start thinking about this idea about
16 using tokens in the fashion -- for the online gaming operation
17 in the fashion that you're describing?

18 A. I started the first thing after talking with Tim May in
19 1998. Tim May had been talking about a concept called Blacknet
20 and crypto credits. The other founders of early token money
21 that I had worked with included some of the eCash people. And
22 what I wanted to do was find a system that didn't have the
23 failings of the previous ones.

24 Q. So what were you doing now in this time period as you moved
25 to BDO to advance the idea that you have, if anything?

1 A. I agreed to contract with BDO that allowed me to keep my
2 intellectual property that I built outside of work hours. At
3 BDO, I developed audit software, computer-aided audit
4 techniques. I developed statistical software to detect fraud,
5 and that was used in a number of listed companies. That
6 allowed for the detection of fraud in Wattyl, which was a large
7 paint company, saving the company probably three percent of
8 their annual turnover.

9 So on top of that, I had a number of meetings with people
10 in BDO about the different systems I was developing.

11 Q. Okay. My question was: What, if anything, were you doing
12 for Lasseters now in this time period that you transitioned to
13 the BDO firm? What kind of work are you doing on this token
14 system?

15 A. Oh, sorry. When Lasseters had the problem in 2005 because
16 of the US gaming act, I started trying to extend my token
17 system from '5 to '7. I worked between those couple years
18 trying to get a system that would enable them to keep gaming.
19 In 2007, however, they started closing down the operations, so
20 I stopped doing any work at that point.

21 Q. And sir, let me -- I think I mentioned it briefly, but you
22 had married in here. Can you tell us what year you got
23 married.

24 A. 1996.

25 Q. And who was -- what was the name of your first wife?

1 A. Lynn Wright. Carol Lynn Wright.

2 Q. How long were you married to Ms. Wright?

3 A. Our problems started happening in 2009 when I left BDO.

4 And my marriage fell apart in 2010. We then got separated in
5 2010 and subsequently divorced.

6 Q. When in 2010?

7 A. We separated first in the -- living in the same house in
8 August 2010. And formally moved out a few months later.

9 Q. All right. We'll come back to Lynn.

10 But let me just ask now in this time frame when you've --
11 when you have now learned that the online gaming system won't
12 work, and you're thinking about tokens, do you come up with a
13 new idea?

14 A. Yes. The work that I have been doing in the meantime,
15 where I had actually worked against botnets, LimeWire, and
16 Grokster, taught me a lot about peer-to-peer networks. I
17 didn't work building them. I worked tracking them and taking
18 them down from the government. And I learned working with the
19 federal police and teaching them just how resilient these
20 things could be.

21 So what I then integrated, rather than a single system like
22 eCash had, was a distributed system so that multiple nodes
23 would be validating. I thought that would be much more
24 sustainable, and then if any one company goes broke, the others
25 would just take over the thing.

1 So I started a game-theoretic system so that if one
2 particular node goes down it makes it more profitable for
3 others. Which, more profit attracts people and it self-heals.

4 Q. When is it that you're forming up this idea?

5 A. I started formulating that in about 2006, but it didn't
6 really coalesce until 2007.

7 Q. And is there a point where you start to actively work on
8 whatever this sort of nascent idea or sort of new idea is?

9 A. Yes. I actually approached the -- my managing partner and
10 partner in BDO. I had a number of meetings. I set a formal
11 task. I agreed to work extra time on my own to do it and put
12 my own money into the system to start building. I had a number
13 of meetings with BDO, including Neville Sinclair, the corporate
14 services division, the audit division. And it went to a
15 partnership discussion at one stage, and I actually ran a
16 formal project that I tried to present to BDO a number of
17 occasions.

18 Q. Sir, who was the boss that you say you spoke to at BDO?

19 A. Allan Granger. Sorry.

20 Q. And sir, was there a point where you actually wrote a memo
21 to Allan Granger?

22 A. Yes. There was.

23 MR. RIVERO: Mr. Reed, if you could show counsel and
24 the Court only Defendant's 164 -- and of course the witness.

25

1 BY MR. RIVERO:

2 Q. Sir, can you tell us what -- just as to the nature of the
3 documents, are these -- is this a form from the BDO -- used at
4 the BDO Seidman company?

5 A. Yes, it is. It's a minute -- meeting minutes note from BDO
6 when I was employed there.

7 Q. Whose handwriting is on this document?

8 A. It's mine.

9 Q. And the date, sir?

10 A. August '07.

11 MR. RIVERO: Your Honor, I'd move the admission of
12 Defendant's 164.

13 THE COURT: Is there any objection?

14 MR. FREEDMAN: No objection, Your Honor.

15 THE COURT: Admitted into evidence.

16 (Defendant's Exhibit 164 received into evidence.)

17 MR. RIVERO: If we could show the jury Defendant's
18 Exhibit 164.

19 BY MR. RIVERO:

20 Q. Now, sir, please explain -- first of all, let's just look
21 at the form itself. This has, at the very bottom --

22 MR. RIVERO: Mr. Reed, if you could pull out just the
23 Quill logo, so that we could see it.

24 BY MR. RIVERO:

25 Q. What is that?

1 A. That's the logo from a company called Quill. They're a --
2 they're large in UK and Australia. That logo is not the
3 current one. They changed it in '08.

4 Q. So sir, is this a document that was used internally at BDO
5 or was it a form document?

6 A. It's the internal meeting notes.

7 Q. Okay. But my question is not that. My question is -- I
8 understand that's internal meeting notes. But was the form
9 itself -- not the writing -- was it something that the business
10 was providing or something you brought from outside?

11 A. It's stationery from the company.

12 Q. Okay. And so this stationery from the company would have:
13 "Minutes." And then states: "Meeting venue, attendees" --
14 apologies -- it just has a sort of fill-in-the-blank kind of
15 thing; is that right?

16 A. Yes.

17 Q. All right, sir. And this -- where did this occur? Where
18 did this meeting occur?

19 A. This occurred in Allan Granger's office. He had a meeting
20 room like with a side thing as a partner. I had a meeting
21 between him and myself. I'm not sure if this particular
22 meeting I had some of my staff actually there or not. It
23 doesn't seem to be. They are not noted.

24 Q. And did you make notes of this meeting?

25 A. I put down a project timeline that was agreed. Allan let

1 me go off and do my project partly in work time, partly on my
2 own. And gave me deadlines, and I agreed to those deadlines.

3 Q. What were you proposing to Allan Granger -- by the way, let
4 me make sure I understand. Are these notes the agenda that you
5 want to talk with Allan Granger about or are they the result of
6 your discussion with Allan Granger?

7 A. They're the result. This is what we agreed to.

8 Q. What were you describing here to Allan Granger?

9 A. So basically, on line 1, I had a deadline to finish the
10 code by August '08. I'd already started coding and already had
11 some of the code from Lasseters.

12 Q. Yeah. Dr. Wright, are you proposing something to do with
13 what becomes later Bitcoin?

14 A. I am.

15 Q. All right. When you say in line 1: "Finish code," and you
16 put a date, what do you mean by that note?

17 A. I mean I agreed to finish the main code of Bitcoin by
18 August 2008.

19 MR. RIVERO: Okay. If we could again -- see the
20 document again.

21 Thank you, Mr. Reed.

22 BY MR. RIVERO:

23 Q. What is the second entry: "Finish POC"? What does that
24 mean?

25 A. Effectively, what I'm doing is the proof client, so the

1 working system. So that that will enable -- that's not POC.
2 That's "doc." Sorry. That's: "Finish doc." It's my
3 handwriting. When you said: "POC," I was thinking of the
4 other -- no. This is: "Finish doc," which would be the
5 whitepaper, by October 2008.

6 Q. Got it, Dr. Wright. Okay. So that's not P-O-C. It's
7 D-O-C?

8 A. Yeah. Sorry.

9 Q. What about entry 3?

10 A. Entry 3 is: "Run up of the test system," which were nodes
11 in the computer room for the company in Sydney. At that point,
12 there had been test systems using equipment in BDO.

13 Q. Let me ask you a question. The entries up to now had a "C"
14 in this third column. This one has "AG." What does that refer
15 to?

16 A. Allan Granger. Allan was one of the partners. He was the
17 partner in charge of the computer operations at BDO
18 Australia-wide. And without his sign-off no access to the
19 network would be possible.

20 Q. And -- got it. Let's look at entry 4.

21 MR. RIVERO: Mr. Reed, we may have to show just below
22 it. I think this goes outside of the box.

23 Yeah.

24 BY MR. RIVERO:

25 Q. What is this in reference to?

1 A. "Set timechain in action." The original name I gave to
2 Bitcoin was timechain.

3 Q. All right. Let's look at entry 5. What does this mean:
4 "Have P2P"?

5 A. It goes over to the next line too. It should be: "Have
6 P2P eCash."

7 Q. What does that mean?

8 A. The concept here -- as I said, eCash was a very centralized
9 controlled system that allowed it now to be fragile. So using
10 peer-to-peer -- I know that looks like "D," but they're
11 actually my "Ps" -- eCash would be a distributed system where,
12 after an initial issue, the distribution of all the tokens
13 would be done by a contract. So this is what that's referring
14 to.

15 Q. Okay. And then let's look at the next entry.
16 What does this mean?

17 A. "As paper." So that would follow -- so it's documenting.

18 Q. Okay. And then, sir, there's a reference on line 7 with
19 your initial to: "Write paper." What is that a reference to?

20 A. That says that the final paper would be then documented
21 after the code in the July, August time frame.

22 Q. Okay. And then if we can just look at the next line.
23 What does this mean?

24 A. That should continue with the next one as well. But the
25 graph model I wanted to propose to the University of Newcastle,

1 where I was doing a master's degree in statistics -- I wanted
2 to do the modeling of the network for Bitcoin as a thesis.
3 Unfortunately, it got rejected. But the idea here -- my team
4 was there and I worked with Ignatius Payne, who was one of my
5 staff members, who was a network -- sort of like -- not
6 networks as in networks, but network mathematics. And he
7 helped me with coding some of the mathematics behind this.

8 Q. And sir, let me ask --

9 MR. RIVERO: Mr. Reed, if we can just see the whole
10 document.

11 BY MR. RIVERO:

12 Q. Let me just go back to that first line. Had you or had you
13 not started coding at the time of this meeting?

14 A. I already had, yes.

15 Q. When did you start coding the Bitcoin blockchain?

16 A. In the beginning of '07, although I had already had some of
17 the code from earlier with Lasseters software.

18 Q. And what language did you code in?

19 A. It's C++, but the script language that's built in is
20 actually based on Forth.

21 Q. And sir, I'll come back to put us in August of 2007. But
22 when approximately did you finish the coding, whatever that
23 means in this context?

24 A. I finished the coding a bit earlier than this. It says
25 August, but it would have been by about March or April. What I

1 hadn't chosen was the graph model parameters. So I didn't know
2 how many tokens that -- the final 21 million that I decided, I
3 didn't know that I would have 10 minutes as a block time. I
4 didn't know how the difficulty would change. So basically, I'd
5 done a random program allowing me to plug values in, so I could
6 then play with the software and see how it would work.

7 Q. And that was -- that without the variables that -- those
8 other factors that you just talked about, that was
9 approximately done by March or April of 2008. Is that what
10 you're saying?

11 A. Yes.

12 Q. Sir, what -- BDO did not accept ultimately this proposal
13 for their participation; isn't that right?

14 A. No. And I got enough people with their backs up that when
15 the financial crisis happened they were very happy to give me a
16 redundancy package. And some of the -- Allan was very unhappy,
17 but some of the other staff were very happy to see me go.

18 Q. When was that, when you were out at BDO?

19 A. I took the redundancy in December of 2008.

20 Q. And just -- the financial crisis you're talking about, is
21 that the financial crisis that some may recall from the early
22 Fall of 2008? Is that what you're referring to?

23 A. Yes.

24 Q. Now, sir, had you -- prior to this time, had you formed any
25 relationship -- did you have any friends in the time up to this

1 August of 2007?

2 MR. FREEDMAN: Objection. Relevance.

3 THE COURT: Sustained.

4 BY MR. RIVERO:

5 Q. Had you formed a relationship with David Kleiman?

6 A. I used to talk to him on the phone occasionally and we
7 emailed online.

8 Q. And did you invite David Kleiman at any time in 2007 to
9 assist with the coding of Bitcoin?

10 A. No. He couldn't code.

11 Q. How many lines of code did you write for the Bitcoin
12 blockchain?

13 A. All up -- that's a difficult question because there are
14 probably about 32,000, but I pruned a lot. I had had the poker
15 software still in the original version. So there's stubs from
16 that. And I also had a digital marketplace where I was trying
17 to experiment on that. So both of those were removed from when
18 I put it live.

19 Q. So my question is: How many lines of code were in the
20 released blockchain?

21 A. Between 15 and 16,000.

22 Q. Did anyone help you prior to March, April 2008 in writing
23 code?

24 A. Not before that date, no.

25 Q. Was David Kleiman ever involved in anything to do with the

1 coding, or debugging, or anything like that of Bitcoin up to
2 the time of its release in approximately January 3, 2009?

3 A. No. Sorry. 2009?

4 Q. Did I say 2009? Yes. 2009. Yes, sir.

5 A. I'd asked him to look at the paper. I don't remember
6 exactly when. That was after I asked Don, my uncle, to look at
7 it.

8 Q. Right. Sir, I'd ask you to listen to my question. I asked
9 about coding.

10 A. Coding, no. Sorry.

11 Q. Now, sir, after you finished the coding of the whitepaper
12 in approximately March, April of 2008, was there a point at
13 which you started working on a paper related to what you were
14 working on?

15 A. There were -- fragments of the paper go back to my 2002
16 AusIndustry filings for research and development. The first
17 filings I had for a project I called -- which was BlackNet,
18 which -- because Tim May called it that -- go back to that
19 date. So the origins of tokens and crypto credits, and some of
20 the bits that I self-plagiarized go back that far. The later
21 paper developed and got larger and larger and then got smaller.

22 So yes and no. There are bits of it.

23 Q. Okay. So my question is: Did you start preparing a paper
24 as to the work you had done after March or April of 2008?

25 A. So I took that other, basically, group of documentation and

1 then produced a large handwritten paper, first of all. And
2 then continued and then after advice from Don --

3 Q. Sir, please just --

4 A. Yes.

5 Q. -- answer my question and then I think this will go more
6 smoothly.

7 Sir, let me just go back on one subject. Other than David
8 Kleiman, did anybody help you to code the Bitcoin blockchain
9 before its release on approximately January 3, 2009?

10 A. Yes.

11 Q. Who?

12 A. There are a number of people from the various mailing
13 lists. The main person was Hal Finney.

14 Q. And sir, I'm referring to the time period before release.

15 A. Yes. I'd sent not the whole code, but fragments of code to
16 Hal. And Wei Dai, way before this, like in the middle of the
17 year, had sent me code for like some of the cryptographic
18 algorithm, SHA and ECDSA.

19 Q. Who was Hal Finney?

20 A. Hal Finney was one of the people who worked on the PGP team
21 and he was an older programmer from America.

22 Q. Who is Wei Dai?

23 A. Wei Dai is a professor over here. I'm not sure what
24 university he's with now.

25 Q. Now, sir, what was the first -- the paper that we've been

1 talking about, was it called a whitepaper?

2 A. Yes. Whitepaper is pretty --

3 Q. Why?

4 A. Basically, whitepaper is a prepublication technical
5 description document.

6 Q. And when did you have a first draft of the whitepaper?
7 Approximately, what month and what year?

8 A. If you're considering the handwritten one, it would be
9 about March of '08.

10 Q. Did you reduce that to a typed version?

11 A. Yes, I did.

12 Q. And approximately when did you do that?

13 A. That would be April, May '08.

14 Q. How long was that typed version?

15 A. The first version was about 40 pages. The second version
16 was 20. And then --

17 Q. Sir, I'm asking about the first version.

18 A. The first version was about 40 pages.

19 Q. Who, if anyone, did you share that version with?

20 A. I shared that, first of all, with Don, my uncle, and Max, a
21 cousin. I also shared a copy -- I showed it to a person called
22 Zoren Illievich and a couple other people from universities I
23 was with.

24 Q. Who is Zoren Illievich?

25 A. He's a person who does a lot of government contract work in

1 Canberra, Australia.

2 Q. And when you say: "Don and Max," are you referring to Don
3 and Max Lynam?

4 A. Yes.

5 Q. And did any of these people, Don, Max, Zoren, or whoever
6 else it is you shared the first version with, make any comment
7 as to that first version?

8 A. Verbal ones. The main thing I got was it was too long, too
9 convoluted, and too complex.

10 Q. Who said that to you?

11 A. Don, Max, Zoren. I think everyone.

12 Q. What did you do in response -- by the way, did you share
13 that version with David Kleiman?

14 A. Not that version, no.

15 Q. What did you do in response to the comments you got on the
16 first version of the paper?

17 A. I pruned it very heavily and cut down the number of pages.

18 Q. Was there a second version?

19 A. Yes.

20 Q. And how long was that one?

21 A. Probably 20 pages, if I have to remember on that one.

22 Q. Approximately, when was that prepared? When was that
23 ready?

24 A. April, May of the same year.

25 Q. And who, if anyone, did you share the second version with?

1 A. I would have given that to Gareth Williams. I also gave it
2 to some people at the university I was with in Newcastle,
3 Australia. My wife at the time. And I showed people at BDO at
4 that stage as well.

5 Q. Did you share that version with David Kleiman?

6 A. Not that version, no.

7 Q. Okay. And what, if any, comments did you get as to the
8 second version?

9 A. Still too complex, too much math.

10 Q. And what did you do in re -- when did you -- approximately
11 when did you receive those comments?

12 A. Around the same time. I sent it back to people and they
13 looked at it, they flicked through it. They said: "It still
14 needs more out."

15 Q. And was Don Lynam in the second round?

16 A. Yes.

17 Q. And what did you do in response to those comments?

18 A. I cut it right back to about 10 pages at that stage.

19 Q. When was that?

20 A. That would be about May, still of '08.

21 Q. And what did you do with this third version?

22 A. That was then tidied up quite -- at that stage, there were
23 a lot of different versions floating around because I'm not
24 terribly neat and tidy when it comes to how I store my files.
25 And I have different versions of the same, so it wasn't just

1 one and I tried with a few differences. I didn't delete them
2 when I made the change, so I'd just make a change and save.
3 And I had a number of versions that were between nine and 10
4 pages.

5 Q. Who did you share that with?

6 A. One of those went to Wei Dai. One of them went to Gareth
7 Williams, Zoren, some of the people at uni, Allan Granger, Don.
8 Dave Kleiman got a copy. Let's see. Wei Dai got a copy. Adam
9 Back got a copy, and there are a few others as well.

10 Q. From that point, were there further comments?

11 A. Not a lot, no. There were a couple I discussed with Wei
12 Dai. He was more interested in how the code would work. Wei
13 pointed me to a project he had been running called b-money.
14 Wei discussed how b-money was very similar to what I was
15 talking about, but he thought that my project wouldn't scale.
16 So he thought it would fail.

17 Q. Did David Kleiman have comments -- Kleiman have comments on
18 your paper at this point?

19 A. We talked about it over Skype, and he thought it was
20 exciting. And he basically told me: "This is great. You've
21 been working on this sort of stuff for ages," and asked about
22 when it's going to be released, that sort of stuff.

23 Q. Did he make comments?

24 A. Not of any real detail, no.

25 Q. And did he make any proposed -- did he transmit any

1 proposed edits?

2 A. He pointed out some sort of typos and formatting problems
3 that I had when we talked over the phone. There were some line
4 breaks because of the software program I was using at the time
5 that were wrong and a couple other problems like that. Other
6 than that, no.

7 Q. Sir, over that Summer of 2008, did you work on a different
8 paper, called the Data Wipe Fallacy paper, with David Kleiman?

9 A. Yes.

10 Q. And who else worked on that with you?

11 A. Shyaam.

12 Q. Who is Shyaam?

13 A. Shyaam is a friend of mine that was a student once.

14 Q. And was that -- was that project -- was that completed,
15 that whitepaper?

16 A. It was.

17 Q. Was it submitted?

18 A. It was. It was published and I presented it at conference
19 in India.

20 Q. What was David Kleiman's role in the preparation of the
21 Data Wipe Fallacy paper?

22 A. He did some editing. He was meant to do a bit more, but he
23 was ill at the time.

24 Q. Now, sir, let me just ask: When is the whitepaper -- the
25 Bitcoin Whitepaper released? Is that Halloween 2008?

1 A. I had a FTP site on upload.ie in Australia. That was -- it
2 hosted it going back till May. So it was technically there,
3 and I pointed people out to the link, like Wei Dai and things,
4 in May. But I formally released it and publicly told everyone,
5 not just individuals, on the 31st of October.

6 Q. Sir, after the release of the code, the actual blockchain,
7 in January of 2009, was there a debugging process for the code?

8 A. Yes. I made a whole lot of terrible assumptions. I was
9 using Visual Studio with Boost. And I found a lot of people
10 didn't have the dynamic link libraries that Bitcoin needed. So
11 when it was running on my machines, it ran fine. But Hal
12 Finney, who is a coder, uses GCC, a different form of C
13 compiler. He didn't have any of the library files, the native
14 ones that come with Microsoft in Visual Studio and Boost. So
15 it fell over straight away on his machine. And right after he
16 started running it he had problems.

17 Q. My question was: Did anybody help you with debugging the
18 code after January 3, 2009?

19 A. Yeah. That's what I'm trying to say. That's a debugging
20 process. So where we went back and forth with those errors --
21 and he sent me some of the problems. He emailed me in -- I
22 think it was January 12th. And then we kept going back and
23 forwards with that. I'd already talked about some other
24 prerelease versions of it with him in November and December of
25 '08.

1 Q. With whom?

2 A. Hal Finney and Bear.

3 Q. Who is Bear?

4 A. Bear is an online identity. I'm not sure of his real name.
5 I've got suspicions, but I don't really know. I would just be
6 speculating.

7 Q. Did Wei Dai help in debugging at all?

8 A. No. Wei Dai just gave me a block of code.

9 Q. Now, sir, was -- did Dave Kleiman help in debugging?

10 A. No.

11 Q. Now, at some point, did an individual named Gavin Andresen
12 become involved with the blockchain?

13 A. Yes. Like a year into the project Gavin got heavily
14 involved.

15 Q. Did he do work related to debugging the system?

16 A. Yes. Gavin was actually amazing. Gavin's pulled together
17 a lot of project management sections and organized the eSvn,
18 the how you download and manage the code. I had it on
19 SourceForge at that stage, and it was very much controlled by
20 me. But Gavin started being very interactive. He made a lot
21 of comments on it.

22 Hal was starting to have problems. So Hal, at that
23 stage -- Hal Finney -- wasn't as engaged. There were a lot of
24 other people making other comments and doing things as well,
25 people that started building Linux versions and Mac versions.

1 And Gavin really took over that process and started pulling all
2 these people together because I'm not good at managing people
3 that way, and Gavin was just amazing.

4 Q. Sir, of the numerous people you've now mentioned who either
5 saw the paper or looked at the code -- I'll try to list some of
6 them -- Gavin Andresen, Hal Finney, Wei Dai, David Kleiman, and
7 others -- did these people help in regard to the Bitcoin
8 project?

9 A. Oh, immensely. Bitcoin wouldn't be here today without
10 these people. I mean, they're a godsend.

11 Q. What was David Kleiman's role?

12 A. He was my emotional support at the time. I dropped out of
13 a director position where I was on partnership of a major
14 accounting firm, which I didn't discuss with my wife, as I
15 said. And I talked through all of this. I mean, this -- I
16 guess Dave's point of view was this was my dream. And he
17 convinced me to follow it.

18 Q. What was your relationship with -- like with Dave Kleiman?

19 A. My wife called it a bromance.

20 Q. Did you both appear on certain kinds of blogs, like
21 computer security blogs and this kind of thing?

22 A. Yeah. We used to email back and forwards. And Dave always
23 loved my ability technically. And I loved the fact that Dave
24 just made friends. Dave was just amazing, in my opinion, that
25 way. I go in and I find it hard to make friends. And Dave

1 walks in a room and everyone loves him.

2 Q. Sir, was David Kleiman a coinventor of the blockchain with
3 you?

4 A. No.

5 Q. Was Wei Dai?

6 A. No.

7 Q. Was Hal Finney?

8 A. In a way, you would have to say yes. I mean, he didn't
9 invent the technology, but it would not be here without him.
10 So he's not really a coinventor, but he's a codeveloper, if
11 that's a better way of putting it.

12 Q. What about Zoren Illievich?

13 A. No.

14 Q. What about Bear?

15 A. Same with Hal. Bear wasn't as engaged, but he made a lot
16 of good comments to me.

17 Q. Don Lynam?

18 A. No.

19 Q. Max Lynam?

20 A. No.

21 Q. Was David Kleiman a business partner in inventing or mining
22 Bitcoin?

23 A. No.

24 Q. Sir, let me -- before I go to another topic, I want to ask
25 you some smaller questions. What -- your mother's residence

1 you said -- you were born in Brisbane. Where does she live
2 now?

3 A. Now she lives between Ipswich and Toowoomba. So it's out
4 west in Queensland. It's like hour and bit drive from
5 Brisbane.

6 Q. And when is the last time she lived in Brisbane?

7 A. She lived on the outskirts in a small town called
8 Springwood, in a suburb called Karabi, which is about 40 to 50
9 kilometers out of -- down from Brisbane. That was in like '13
10 to '16.

11 Q. Now, where -- do you know on personal knowledge where Jamie
12 Wilson lives?

13 A. Yes. He had a couple places. One was just outside
14 Woolloowin. The other was down south a little bit. He also has
15 a business operation -- like two of them. He had his
16 accounting one down south a little bit. And he had his main
17 sort of operation about five kilometers from the -- sharing the
18 same exchange as Woolloowin.

19 MR. RIVERO: Your Honor, I need a moment to identify
20 an exhibit number.

21 THE COURT: All right.

22 (Pause in proceedings.)

23 THE COURT: How is everyone doing, Ladies and
24 Gentlemen? Is anybody in need of a short comfort break?

25 All right, then.

1 (Pause in proceedings.)

2 BY MR. RIVERO:

3 Q. Dr. Wright, while I'm trying to determine that exhibit
4 number, let me ask on another subject.

5 When the Bitcoin system went operative in approximately
6 January 3, 2009, did you have -- were you running -- were you
7 running the system on computers?

8 A. Yes.

9 Q. And how many computers were you operating at the outset of
10 the Bitcoin blockchain?

11 A. At my farm in Bagnoo and at my house in Lisarow, I had four
12 racks of computers, servers. So I had two desktop machines and
13 three laptops that I used for management. I also had 69
14 computers in the four racks. They were on Windows machines on
15 Xen. So there were also controllers. There were multiple
16 domain controllers. And I had some machines in Malaysia and
17 Tokyo.

18 I also had permission from my churches and in Ourimbah,
19 Tumbi Umbi, and Lisarow, the churches that I was associated
20 with and that I acted sort of as a pastor at. We ran computers
21 and had Internet connections in each of those. On top of that,
22 there were a number of other ones for people I paid.

23 Q. Sir, so -- thank you.

24 What's the first address you were talking about? Was that
25 your home address?

1 A. The Lisarow or the Bagnoo?

2 Q. Sir, let me just start over.

3 Were you running computers at your home?

4 A. Yes. But both those were my home.

5 Q. Where was your home?

6 A. I had one residence in Lisarow in the central coast in --
7 just outside Sydney and one residence in Bagnoo, which was a
8 farm.

9 Q. Okay. How many computers did you have running the Bitcoin
10 blockchain at your home in Lisarow outside of Sydney?

11 A. That would have been half -- about 30.

12 Q. All right. And these computers, were they sitting on the
13 ground? How did you have them set up?

14 A. No. They were in racks. So 19-inch racks and those racks
15 were full. So there were two computer racks and one comms
16 rack.

17 Q. Where? Where in your home?

18 A. I had redone the garage. So the garage didn't have the
19 cars in it. So it was a double garage that I had insulated and
20 air-conditioning installed. In there, I also had an office and
21 a workspace, but also the racks and communication and also
22 power.

23 Q. Did these computers have to be networked or hooked
24 together?

25 A. Yes. They were all networked and hooked together. And we

1 had fiber connections put in there and fiber just outside to a
2 copper junction at the other place.

3 So there were also a number of InfiniBand, which is very
4 high-end network fiber equipment.

5 Q. How many computers did you have at Bagnoo?

6 A. There would be the 39 primary ones, plus the domain
7 controllers, plus the DNS, plus the other systems.

8 Q. Were those set up in a similar fashion?

9 A. Yes. I actually had a mezzanine put in the farm shed and
10 that mezzanine then was isolated to run a small computer room.

11 Q. And sir, you mentioned air-conditioning. Why was
12 air-conditioning necessary in a garage in Lisarow?

13 A. The computers would fail otherwise. The -- we needed
14 actually to have two air-conditioning units put in just to make
15 sure one wouldn't stop. The room would get up to probably 70
16 to 80 degrees centigrade -- I don't know what that is in
17 Fahrenheit over here -- if I didn't air-condition them, because
18 the numbers of servers running just creating heat all day long.

19 Q. Now, you mentioned that -- you personally -- were those --
20 the 69 computers -- did you personally have any other computers
21 running?

22 A. They are the main ones. But as I said, there's the network
23 equipment to support them. We had a Cisco PIX firewall in one
24 layer, then a Check Point firewall was the next layer, the
25 switch equipment, the Cisco routers, the management systems,

1 the systems to run the Xen virtual servers. I mean, depends on
2 what you can -- if it's a support system, then yes.

3 Q. What did it cost to set up 69 computers and two locations
4 with all the accessories that you're referring to? What was
5 the cost just of the equipment approximately?

6 A. Little over \$600,000.

7 Q. Now, sir, what did electricity cost, approximately, to run
8 those computers -- by the way, when you say -- is that in
9 Australian dollars or in American dollars?

10 A. It's in Australian, yes.

11 Q. What approximately would that have been at that time period
12 in American dollars?

13 A. Four hundred fifty to five hundred --

14 MR. FREEDMAN: Objection.

15 THE COURT: And the basis?

16 MR. FREEDMAN: Calls for expert testimony or judicial
17 notice of some kind.

18 THE COURT: I'll allow it. Overruled.

19 BY MR. RIVERO:

20 Q. Sir, if you remember, what was the cost -- the monthly cost
21 in electricity?

22 A. About \$11,000.

23 Q. Again, Australian?

24 A. Yes.

25 Q. And that would be somewhat less in American dollars?

1 A. About 8K American at the time.

2 Q. Now, sir, did you -- why did you have to have so many
3 computers running?

4 A. Basically, I needed to try and get up to the minimum
5 difficulty level, which for over a year was set at one. And I
6 couldn't even do that. So we didn't even make the 10-minute
7 time frame for quite a while. And so I'd overjudged how many
8 people would come on board.

9 Q. Not to oversimplify it, sir, but when you and
10 Mr. Antonopoulos and Mr. Madura talk about difficulty level, is
11 that the sufficient number of computers competing so that it
12 would end up taking about 10 minutes to solve the problem and
13 allow competition between those computers? Is that right?

14 MR. FREEDMAN: Objection. Leading.

15 THE COURT: Sustained.

16 BY MR. RIVERO:

17 Q. Sir, can you explain what the relationship is between the
18 number of computers and the difficulty level.

19 A. So a difficulty level of one would be equivalent to around
20 300 i3 computers -- like Intel i3-type computers at the time.
21 Now, that would be, for Xenon servers, about 177.

22 Now, what we needed to do was get more than that number of
23 computers on the network to push the number up. So if
24 someone's running a laptop, say an i3 or i5, they're between
25 1/250th or 1/300th of the network capability. What we were

1 attempting to do with all the people helping me, including Hal
2 Finney, was try and get people involved. I told everyone to
3 come in for this reason.

4 So what you need to do is get more people and more
5 resilient. That's why I set computers up at Burnside, which is
6 a charity I worked with. My --

7 MR. FREEDMAN: Objection. Narrative.

8 THE COURT: Sustained.

9 BY MR. RIVERO:

10 Q. Who did you invite -- who did you ask to start mining?

11 A. I'd love to say everyone, but that would be technically
12 wrong because I didn't say it to people in McDonald's or
13 something. But my family, people at universities I was with,
14 former coworkers at BDO, people I knew, people in mailing
15 lists, anyone I talked to in the Australian government, all
16 sorts of people. Everyone. I just -- everyone I talked to.

17 Q. Did you ask David Kleiman to mine?

18 A. Yes.

19 Q. Did you ask your uncle Don to mine?

20 A. Yes.

21 Q. Did you ask your cousin Max to mine?

22 A. Yes.

23 Q. Sir, by the way, with regard to all these computers, were
24 there any difficulties in keeping them running or did they just
25 take care of themselves all the time?

1 A. Oh, no. No. No. Definitely not.

2 Q. So what were the difficulties?

3 A. So between the two locations and the churches, it wasn't a
4 dust-free environment. So some of the servers would have dust
5 problems and crash. I had to -- I had burnout on power
6 supplies. The power supplies on a large server rack are quite
7 heavy. They're about five kilograms, 10 pounds. And you have
8 two of those, and you need to take them out periodically, clean
9 them, flush them. The server needs to keep running while
10 you're doing this or go through proper shutdown.

11 There's the battery systems to do with it. The battery
12 systems need to be updated and changed. The batteries weigh
13 about 40 to 50 kilos.

14 Then the actual units for running the uninterrupted power
15 supplies to keep it going, it was basically -- sometimes I'd
16 find there would be power outages at the farm, even though I
17 had my own transformer. We had a lightning strike one time.
18 And we had to have that replaced. And the secondary power was
19 burnt out, so I had that run up there and get all that done.
20 We had flooding. So we had to try and raise computers over the
21 flooded area.

22 Q. Sir, did the maintenance of computers on this scale -- did
23 it require any physical effort?

24 A. Oh, a lot. Not only was there driving between my different
25 locations, but getting in and out of the racks, changing the

1 power supplies, doing the battery changes. It could be
2 difficult. Moving the battery system in, it's 40 kilos.

3 Q. Did you do that alone?

4 A. No. I hired a person called Hector. Hector Malbburang
5 worked with me. He was on my staff in BDO. And I think he was
6 my first hire after my wife in my company in Australia.

7 Q. Was he available 24/7?

8 A. No. He didn't work on Sundays.

9 Q. Let me go back to -- I'd like to show you what's been
10 introduced as Plaintiffs' 856.2.

11 MR. RIVERO: Mr. Reed, if you could pull that one up.
12 And this is already in evidence, I believe, Your
13 Honor?

14 THE COURT: Yes, it is.

15 MR. RIVERO: If I could show this to the jury as well.

16 THE COURT: You may.

17 MR. RIVERO: Thank you.

18 BY MR. RIVERO:

19 Q. Dr. Wright, were you here during the testimony of
20 Dr. Matthew Edman?

21 A. I was.

22 Q. Do you recall seeing this document being shown in relation
23 to one of the documents described as forgeries?

24 A. I do.

25 Q. Sir, the location here, Woolloowin, Queensland, Australia,

1 is that related to you?

2 A. No.

3 Q. Do you know anyone in -- with whom you had dealings who
4 lives at that location or lives in this area?

5 A. In 2012, and then 2013, I had a change request that I
6 authorized in my companies to add this IP address for Jamie
7 Wilson. It was to do with his accounting practice and also his
8 other firm up in Brisbane.

9 Q. You're referring to the IP address?

10 A. Yes.

11 Q. And how do you recognize this IP address?

12 A. This was put through --

13 MR. RIVERO: Can we highlight the IP address -- sorry,
14 Dr. Wright. Can we highlight the IP address.

15 Thank you, sir.

16 BY MR. RIVERO:

17 Q. How do you know about this IP address?

18 A. Any changes to the firewall policy were personally signed
19 off by me.

20 Q. And sir, this address, Woolloowin, Queensland, Australia,
21 did you live there?

22 A. No.

23 Q. Did your mother live there?

24 A. No.

25 Q. Where did Mr. Wilson live?

1 A. He had one residence there and another one further out,
2 about 10K away from that. This one was in his wife's name and
3 the other one was his.

4 Q. Sir, let me show you and counsel --

5 MR. RIVERO: Well, first of all, let's put up
6 Plaintiffs' Exhibit 2, Mr. Reed.

7 BY MR. RIVERO:

8 Q. Dr. Wright, have you seen this document during the course
9 of the litigation?

10 A. Yes.

11 Q. All right, sir. I would like to show you --

12 MR. RIVERO: Mr. Reed, if you would show just to Dr.
13 Wright, counsel and the Court what's been marked -- pardon me,
14 Judge. I just need a moment to get the exhibit number.

15 (Pause in proceedings.)

16 MR. RIVERO: Mr. Reed, if you could show Defendant's
17 428 to the witness, the Court, and counsel.

18 BY MR. RIVERO:

19 Q. Sir, have you -- in relation to Plaintiffs' 2, have you
20 seen this document, Defendant's 428?

21 A. As a part of this sort of court process, yes, I have.

22 Q. And what is this document?

23 A. This is basically metadata information to do with that
24 information.

25 MR. RIVERO: Your Honor, I'd move the admission of

1 Defendant's 428.

2 MR. FREEDMAN: Objection, Your Honor. Foundation.

3 MR. RIVERO: Your Honor --

4 THE COURT: Hold on one second. Let me just get to
5 428.

6 The objection is sustained.

7 MR. RIVERO: Your Honor -- I'm sorry.

8 BY MR. RIVERO:

9 Q. Dr. Wright, have you personally reviewed this in relation
10 to Plaintiffs' 2?

11 A. Yes, I have.

12 Q. And have you determined what the relationship is between
13 this document and Plaintiffs' 2?

14 A. Yes, I have.

15 Q. What is it?

16 A. This is metadata behind the email that demonstrates how
17 it's being created and the origins, et cetera.

18 Q. And are you -- do you have the ability, because of your
19 technology experience, to make that determination?

20 A. Yes, I do. I developed a master's degree in digital
21 forensics, and have been on 100 cases for the prosecution side
22 for the federal police in the past, and have multiple degrees
23 in that area, yes.

24 MR. RIVERO: Your Honor, move the admission of
25 Defendant's 428.

1 MR. FREEDMAN: Your Honor, we object. If they want to
2 show a native of the file and show the metadata associated with
3 the native, that's fine. But we don't know where this came
4 from and Dr. Wright has not testified that he personally pulled
5 the metadata.

6 THE COURT: Sustained.

7 BY MR. RIVERO:

8 Q. All right, sir. Let me ask you as to --

9 MR. RIVERO: If we can go back to Plaintiffs' 2.

10 BY MR. RIVERO:

11 Q. Sir, do you see the --

12 MR. RIVERO: Mr. Reed -- could we show this -- P2 is
13 in evidence. Could we show it to the jury?

14 THE COURT: You may.

15 BY MR. RIVERO:

16 Q. All right. Dr. Wright, I thought the jury had seen it
17 before. This is the document that I'm asking you about in
18 relation to the metadata. Here's my question: Do you see it
19 says: "From Craig S. Wright, craig@rcjbr.org"?

20 A. Yes. I see that.

21 Q. All right. What is that craig@rcjbr.org?

22 A. Rcjbr is a domain that I started registering on the 27th of
23 October 2011. I did that --

24 Q. Sir, my question is: What is craig@rcjbr.org? Is that an
25 email address?

1 A. I was explaining the whole lot, yes.

2 Q. I just want to know if it's an email.

3 A. Yes. It is an email address.

4 Q. Are email addresses set up so there's a name and the name
5 is at a domain?

6 A. Yes. An Internet domain. That's correct.

7 Q. What is the domain for this email?

8 A. Rcjbr.org.

9 Q. And can you tell the jury what rcjbr.org stands for?

10 A. Ramona, Craig, Josh, Ben, Rachel. That's my wife, sitting
11 there, and my children. That was formed in -- after I met her.

12 Q. Your wife Ramona is here in the courtroom. That's the R?

13 A. Yes.

14 Q. The C is for who?

15 A. Me.

16 Q. Craig Wright.

17 J?

18 A. Yes. Josh, the oldest boy.

19 Q. B?

20 A. Ben, the second oldest.

21 Q. And R?

22 A. Rachel, the youngest.

23 Q. And when did you start your relationship with your now
24 wife?

25 A. I met her in December or something -- November, December

1 2010. And I started dating her the next year.

2 Q. When was the domain rcjbr.org created?

3 A. I put in the application on the 27th of October, 2011, and
4 it was formally granted and then published on her birthday and
5 then went live on the 2nd of November, 2011.

6 MR. RIVERO: Mr. Reed, can we see Defendant's 426.

7 BY MR. RIVERO:

8 Q. Sir, do you see 426?

9 A. I do.

10 Q. And sir, is this the registration to which you refer?

11 A. That's the WhoIs record for it. Yes. That's the
12 registration details.

13 Q. ICANN is the official registry for domain sites worldwide?

14 A. For org and top-level domains like org and com, yes.

15 Q. And are you familiar with D426?

16 A. Yes.

17 Q. Are you the one who did the registration of rcjbr.org?

18 A. Yes. I did the domain registration and built a site as a
19 birthday present to my wife.

20 MR. RIVERO: And Mr. Reed, could we see D427.

21 BY MR. RIVERO:

22 Q. And what is D427 in relation to rcjbr?

23 A. This is the public details for the registry that states the
24 update and the name servers and when the site was first
25 created, the first time it was on the Internet.

1 MR. RIVERO: Your Honor, I'd move the admission of
2 Defendant's 426 and Defendant's 427.

3 MR. FREEDMAN: Objection, Your Honor. Foundation.
4 Dr. Wright has not pulled this information directly.

5 THE COURT: Sustained.

6 BY MR. RIVERO:

7 Q. Do you know the date on which the domain was created, sir?

8 A. Yes. As I've already said, I first put the registration in
9 on the 27th of October. And it was fully granted and live on
10 the 2nd of November. So yes.

11 Q. Now, sir, I'd like to show you what's been marked as Joint
12 Exhibit 101.

13 And sir, can you tell us what Joint Exhibit 101 is?

14 A. That's the electronic print of the tax return for
15 individuals for myself. It's electronically filed and this
16 gets printed out.

17 MR. RIVERO: And Judge, I don't think it should be
18 shown to the jury just yet because I'm going to move its
19 admission.

20 THE COURT: It's admitted into evidence.

21 (Joint Exhibit 101 received into evidence.)

22 MR. RIVERO: Thank you.

23 So now we can show it to the jury.

24 THE COURT: You may.

25 MR. RIVERO: Thank you.

1 BY MR. RIVERO:

2 Q. Sir, this is a -- this is an individual tax return for
3 2009?

4 A. It's an individual tax return for me personally and any
5 business income that I associated for the period of the 1st of
6 July, 2008 to the 30th of June, 2009.

7 Q. And Dr. Wright, it says here: "Suburb or town for the
8 address which is below," is in Bagnoo NSW.

9 A. Yes. That's my farm -- or was.

10 Q. Okay. What is NSW?

11 A. New South Wales.

12 Q. And where is that in relation to Sydney?

13 A. It's about three and a half to four hours' drive out of
14 Sydney.

15 Q. And Lisarow -- how far is that from Sydney?

16 A. Depends on traffic, but -- I mean, a bad day -- I hate to
17 speculate. But a good day 40 minutes.

18 Q. Okay. And have you lived in Brisbane, Australia at any
19 time since you were an adult?

20 A. In the early '90s. I mean, I don't remember exactly when I
21 moved. But I was -- when I was talking about -- that's in
22 Sydney, so before '94 sometime. I don't remember the exact
23 time I moved.

24 Q. How many hours' drive is it from Sydney to Brisbane,
25 Australia?

1 A. These days, you could probably do it in 10, with the new
2 highways. But when I was young, like 20 years ago plus, then
3 it would take sometimes 17, 18 hours.

4 Q. Okay.

5 MR. RIVERO: Could we see Page 2 of this document,
6 Mr. Reed.

7 BY MR. RIVERO:

8 Q. Okay, sir. What's the reference here at number 4 in the
9 Income, "Employment Termination Payments, Date of Payment
10 January 22nd, 2009"? What is that about?

11 A. That's a final payment done as a lump sum.

12 Q. From whom?

13 A. BDO.

14 Q. At what time had you actually left -- what date had you
15 actually left BDO? You referred to it earlier.

16 A. I left at the -- I think the 28th of December was my final
17 day.

18 Q. What year?

19 A. 2008.

20 Q. And then why is there a payment on January 22nd recorded
21 here -- January 22nd, 2009?

22 A. Because that's when the final payment date came across
23 after I had left. So this is after I've left the firm. There
24 was a final payment.

25 MR. RIVERO: Let's go to the next page, Mr. Reed.

1 BY MR. RIVERO:

2 Q. Now, sir, there's listings of deductions. Are these
3 business deductions or what are these?

4 A. These are to do with work-related expenses, things that I
5 was doing like personally that had to do with any business that
6 I was doing, operations of research projects that I was doing.

7 Q. All right, sir. And I don't see -- on this list, I don't
8 see a reference to major expenditures for computers on the
9 order of what you had said before. Is that reflected somewhere
10 in this return?

11 A. That would be in the business section.

12 Q. All right. Let's flip forward. But in page -- before Mr.
13 Reed does that, there are things like work-related car
14 expenses, there's self-education expenses, there are interest
15 in dividend deductions, those kind of things. Let me ask you:
16 What self-education expenses were you claiming from the
17 Australian government for 2009?

18 A. I was doing a number of degrees. And in the '08 year and
19 '09 year, I had finished up my master's degree in statistics
20 and the final payments for my master's in law. I was doing a
21 Ph.D. in computer science and economics and a couple smaller
22 like non-master's, under master's level.

23 Q. And I don't think we covered those. And I was asking about
24 before Halloween of 2008. When did you get the statistics
25 degree? What was the degree, where, and --

1 A. University of Newcastle in Australia. I did a degree in
2 statistics, a master's degree. Looking at heteroscedastics and
3 network statistics.

4 Q. And when did you obtain that degree?

5 A. I studied between 2006 and to 2008, and submitted in
6 like -- finally submitted in 2009.

7 Q. And in what degree is it?

8 MR. FREEDMAN: Objection. Relevance.

9 THE COURT: Overruled. I'll allow it.

10 THE WITNESS: It's --

11 BY MR. RIVERO:

12 Q. I'm saying is it master's, doctorate, bachelor's?

13 A. It's a master's degree, like a master's of science in
14 statistics.

15 Q. You said you obtained in this time period -- and I'm
16 talking about before Halloween of 2008 -- a law degree. What
17 law degree did you obtain?

18 A. I finished my post-graduate and -- of law and then did a
19 master's in law, LLM, in Northumbria University in the UK.
20 That was in international commercial law, specializing in
21 intermediaries and like international finance and
22 communications.

23 Q. When did you obtain that degree?

24 A. I submitted in 2007, with the -- 2008, I got a commendation
25 and finished.

1 Q. All right. Now let's just flip forward, sir.

2 MR. RIVERO: If you would, Mr. Reed, if you would flip
3 forward. These are tax offsets.

4 Next page.

5 Next page, sir.

6 Next.

7 We're looking for the business section.

8 BY MR. RIVERO:

9 Q. Oh, these spousal details, are these references -- that we
10 just went by, are these references to Lynn Wright?

11 A. Yes.

12 Q. All right.

13 MR. RIVERO: Let's go forward.

14 Declaration. If we can keep going.

15 BY MR. RIVERO:

16 Q. Sir, is this related to the business aspects of this
17 return?

18 A. "Supplementary Income, Partnerships, Trust," yes. That's
19 correct. So this is the partnership, and then the personal
20 services, and then the other business income, yes.

21 Q. Okay.

22 MR. RIVERO: Let's go to the next page, Page 10.

23 BY MR. RIVERO:

24 Q. Now, sir, it says -- it reflects at Page 10 of your return
25 "total current year capital gains," and there's an amount of

1 2,235,000, I assume Australian dollars. What is that about?

2 A. So I sold from my personal trust company into my other
3 companies the rights to the database in Bitcoin, to the Bitcoin
4 I was mining, and all of the software I'd developed. So I did
5 a personal sale and then not claimed but was taxed on.

6 So I filed with the tax department an income increase of \$2
7 million and paid the tax on that. So effectively, I said my
8 software for Bitcoin was worth 2.2 million for all my expenses
9 so far, and then I paid the tax on the 2.2 million that I said
10 I earned by selling it to my company.

11 MR. RIVERO: Let's go forward to the next page,
12 Mr. Reed.

13 And I believe -- let's flip forward further.

14 BY MR. RIVERO:

15 Q. Dr. Wright, let's keep going. Dr. Wright, can you tell me
16 when there's some other entries related to your business.

17 MR. RIVERO: If you could go to Page 13.

18 Okay. Fourteen. Let's stop right there.

19 If we can go back one.

20 BY MR. RIVERO:

21 Q. This describes the business as: "Computer system design
22 and related services"; is that correct?

23 A. Yes.

24 Q. What business was that?

25 A. This is basically Information Defense and Integryrs at this

1 time, the sale to them. So I -- for Craig R&D, that business
2 sold into those companies. There was also the farm. The farm
3 made \$8,800 all up. The farm wasn't terribly profitable at
4 that stage. It was drought. And then the non-primary
5 production is the sale to other entities of the software, et
6 cetera, apart from the capital gains.

7 Q. Dr. Wright, if you look at P5, there is a reference to a
8 business name and then an ABN?

9 A. Yes.

10 Q. Is this the business name that you used?

11 A. Yes.

12 Q. Craig Wright R&D?

13 A. Yes. That was one of them. Craig Wright R&D was my main
14 one.

15 Q. And it says it on the form: "Australian business number,
16 ABN." Where are the ABN for Craig Wright R&D reflected?

17 A. If I'm doing business and --

18 Q. You may not have heard my question. Where is the number
19 reflected?

20 A. In P5, down at the bottom, under "ABN," it has the ABN
21 number.

22 MR. RIVERO: Next page, Mr. Reed.

23 BY MR. RIVERO:

24 Q. All right. Here, sir, can you explain to the jury these
25 entries here for business income and expenses where there are

1 expenses -- one showed in the column "Non-Primary Production
2 Opening Stock and Close of Cost." What is that?

3 A. So the non-primary production area in the other -- Opening
4 Stock includes all of the equipment, et cetera, that we're
5 doing, products, and costs -- excuse me -- and closing stock
6 after selling.

7 So what I did was I bought computer equipment personally
8 and then sold it into my company when it was running. Because
9 I started the -- I started buying in the beginning of January,
10 but my company hadn't been formed officially till the 22nd of
11 January. I did the purchases under my own name and then sold
12 them back into my companies. So this details the purchase of
13 the equipment that I sold into my companies.

14 Q. Dr. Wright, how did you learn of David Kleiman's death?

15 A. I was informed by --

16 Q. Sorry. How did you learn of David Kleiman's death?

17 A. I was informed by email.

18 Q. And how did you react to his death?

19 A. I broke down.

20 Q. Why?

21 A. '11, '12, after my marriage fell apart, Dave was my rock.
22 I called him all the time. I spent time talking about my
23 personal problems. I talked about the problems I'd have with
24 my invention and what I thought was going on. And I spent
25 hours just pulling myself back together with Dave.

1 Q. Did you steal anything from David Kleiman?

2 A. No, I did not.

3 Q. Did you defraud David Kleiman?

4 A. No, I did not.

5 Q. Did you breach any agreement with David Kleiman?

6 A. No, I did not.

7 MR. RIVERO: No further questions, Your Honor.

8 THE COURT: All right. This might be a good time for
9 us to take a lunch recess and then we'll continue with the
10 cross-examination.

11 Ladies and Gentlemen, it's 12:40, and I'll see you
12 back here at 1:40.

13 Have a pleasant lunch.

14 (Jury not present, 12:40 p.m.)

15 THE COURT: Have a pleasant lunch.

16 (Adjourned for lunch, 12:40 p.m.)
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25

1 UNITED STATES OF AMERICA)

2 ss:

3 SOUTHERN DISTRICT OF FLORIDA)

4 C E R T I F I C A T E

5 I, Yvette Hernandez, Certified Shorthand Reporter in
6 and for the United States District Court for the Southern
7 District of Florida, do hereby certify that I was present at
8 and reported in machine shorthand the proceedings had the 22nd
9 day of November, 2021, in the above-mentioned court; and that
10 the foregoing transcript is a true, correct, and complete
11 transcript of my stenographic notes.

12 I further certify that this transcript contains pages
13 1 - 129.

14 IN WITNESS WHEREOF, I have hereunto set my hand at
15 Miami, Florida this 30th day of November, 2021.

16
17 /s/Yvette Hernandez
18 Yvette Hernandez, CSR, RPR, CLR, CRR, RMR
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21 (305) 523-5698
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23
24
25

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
CASE NO. 9:18-cv-80176-BB

IRA KLEIMAN, as the personal representative
of the Estate of David Kleiman, and W&K Info
Defense Research, LLC,

Plaintiffs,

November 23, 2021
9:26 a.m.

vs.

CRAIG WRIGHT,

Defendant.

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TRANSCRIPT OF TRIAL DAY 15
BEFORE THE HONORABLE BETH BLOOM
UNITED STATES DISTRICT JUDGE
And a Jury of 10

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1 (Call to order of the Court, 9:26 a.m.)

2 THE COURT: Good morning to each of you.

3 Are the attorneys present, as well as the parties, and
4 are we able to call the case a few minutes early?

5 MR. FREEDMAN: Your Honor, if it's all right, I think
6 the lawyers need to talk to you at sidebar for one second.

7 MR. RIVERO: We certainly request a sidebar if we can.

8 THE COURT: Certainly.

9 All right. Come on forward.

10 (At sidebar on the record.)

11 MR. FREEDMAN: The gentleman in the back of the
12 courtroom with the tattoos and the white shirt intends at some
13 point to stand up and talk about how Craig Wright has ruined
14 his life. He's on the left-hand side -- the left-hand of the
15 gallery, white shirt, second to back.

16 MR. RIVERO: One thing is -- like I learned a long
17 time ago, when people have these kinds of problems, not to look
18 at them. The second thing is, Judge --

19 THE COURT: I just would -- I would let the marshal
20 know.

21 MR. RIVERO: -- I didn't hear the comment, but
22 Mr. Zack and Mr. Freedman reported it to me. And it has the
23 indicia of credibility to us, Judge, because -- I mean, I know
24 personally -- Ms. McGovern and I have received emails from
25 people who, terribly, I would characterize as cranks, saying

1 things like what Mr. Freedman --

2 THE COURT: Oh, okay.

3 MR. RIVERO: -- and we are very concerned and we don't
4 know what to do about it.

5 THE COURT: So, I mean, for my purpose, I want to make
6 sure that everyone is protected. So if I know ahead of time --

7 MR. RIVERO: White T-shirt, Judge.

8 THE COURT: Oh, I see him. I thought you said in the
9 back. Okay. I got it.

10 MR. RIVERO: Judge, let me just say this: I guess if
11 we're talking about what he's saying -- we are in a court, and
12 I know it's a public proceeding, and I know the Court -- its
13 powers are quite great, but to a limit. If it's going to be an
14 interruption while I'm speaking, so be it. If that's what it
15 is, it is. But Judge, what I would ask is if the gentleman
16 starts going on, that the marshals be prepared -- that the
17 security people be prepared to escort him out.

18 THE COURT: Yeah. That's why I want to let Scott
19 know. So if it's all right -- Officer Campbell is here -- I
20 can actually instruct him that anybody; this gentleman or
21 anybody else -- that they need to leave the courtroom.

22 MR. RIVERO: And Judge, I don't know what Mr. Freedman
23 had in mind, so I don't want to speak for him. I mean,
24 obviously, it's not that we wouldn't agree that he should be
25 removed preemptively in advance, but I think there could be a

1 constitutional problem with that because --

2 THE COURT: Well, I'm not going to do it in advance.
3 I mean, he would have to do something to obstruct the case.

4 Is that the only issue?

5 MR. BRENNER: We have a couple issues, which we can do
6 not at sidebar regarding jury instructions.

7 THE COURT: Yeah. Okay. Perfect.

8 Thank you.

9 (End of discussion at sidebar.)

10 THE COURT: All right. Let's go ahead and call the
11 case and we can get started.

12 COURTROOM DEPUTY: Calling Civil Case Number 18-80176,
13 Ira Kleiman v. Dr. Craig Wright.

14 Counsel, please state your appearances for the record,
15 starting with Plaintiffs' counsel.

16 MR. FREEDMAN: Good morning, Your Honor. Vel Freedman
17 for the Plaintiffs.

18 MR. ROCHE: Kyle Roche for Plaintiffs.

19 MR. LAGOS: Stephen Lagos for Plaintiffs.

20 MR. ZACK: Stephen Zack for the Plaintiffs.

21 MR. BRENNER: Good morning. Andrew Brenner for
22 Plaintiffs. We also have at counsel table Ira Kleiman and
23 Dorian Vela.

24 THE COURT: Good morning to each of you.

25 MR. RIVERO: Good morning, Your Honor. Andres

1 Rivero -- and I'll go ahead and introduce our team to make this
2 quicker, Judge -- of course Amanda McGovern, Jorge Mestre,
3 Dr. Wright is present, Michael Fernandez, and Zalman Kass, all
4 lawyers with us, Sarah Gonzalez of our office and Karl Reed.
5 Judge, also Ms. Amanda Fernandez, who argued to the Court
6 yesterday. Good morning, Your Honor.

7 THE COURT: Good morning to each of you.

8 Last night, the Court did rule on the objections at
9 our charge conference. I did file the Court's instructions to
10 the jury, as well as the Verdict Form. And that would include
11 the objections and the Court's consideration and ruling on each
12 of the objections that were made.

13 Are there any final objections to the Court's
14 instructions to the jury or the Verdict Form?

15 MR. BRENNER: Your Honor, if I could raise just a
16 couple issues. One, I think the parties are in agreement on
17 the slight change to instruction -- the fraudulent concealment
18 instruction on Page 15.

19 THE COURT: All right. Let me get to it.

20 (Pause in proceedings.)

21 THE COURT: All right.

22 MR. BRENNER: We think it should read as follows:
23 "Fraudulent concealment goes beyond a defendant's mere
24 non-disclosure of fact," and then I have a period there. And
25 then the next sentence should start with: "It requires." So

1 take out: "Must constitute."

2 THE COURT: All right.

3 MR. BRENNER: "Active and willful concealment of a
4 material fact," and then the word "where" should become
5 "unless."

6 THE COURT: "Unless." All right.

7 MR. BRENNER: And then the rest of the sentence is:
8 "Unless the plaintiffs did not have the equal opportunity to
9 become apprised of the fact."

10 And if I could just read it from beginning to end, to
11 make sure we're ...

12 THE COURT: After one and two, it should state:
13 "Fraudulent concealment goes beyond a defendant's mere
14 non-disclosure of a fact. It requires active and willful
15 concealment of a material fact, unless the plaintiffs did not
16 have the equal opportunity to become apprised of the fact."

17 MR. BRENNER: I believe that is correct.

18 THE COURT: All right. What other changes?

19 MR. BRENNER: So on the -- Your Honor, may I approach
20 and hand something up? May I approach to hand something up?
21 Because it will be easier to follow the instruction.

22 THE COURT: Certainly.

23 (Pause in proceedings.)

24 THE COURT: All right. And the next change that the
25 parties have agreed to?

1 MR. BRENNER: Your Honor, we're now focused on the
2 instruction on partnership defined on Pages 8 and 9. And so
3 the record is clear, what I've handed to Your Honor is a --
4 sort of a one-page bullet point of what I'm going to ask for,
5 and then the second page has the proposed changes. I have
6 given this to Defense counsel. I'm confident they will not
7 agree. So -- but I did hand it to them when I got here this
8 morning.

9 So here's what happened, Judge: You had an original
10 instruction on partnership defined, and then yesterday evening
11 you sent out a revised instruction. And here's our concern:
12 What appears to have happened is you've added, based on -- what
13 I must presume is based on the Williams v. Obstfeld case.

14 THE COURT: That's right.

15 MR. BRENNER: You added certain elements. And what
16 our concern is, in adding those elements, you did not also add
17 the elements that -- the fact that RUPA, which is controlling,
18 also presumes, in the absence of agreement, some of those same
19 elements. So now we have an instruction that added elements,
20 but then doesn't add the presumptions that RUPA provides.

21 So we obviously would go back -- would ask that we go
22 back to our original instruction. But if not, I think this
23 instruction needs certain additional language, which is what
24 I've given to you on the second page that I handed up to the
25 Court. And the additional language is in bold. So that's our

1 request.

2 We object to the new instruction and ask either to go
3 back to the old one or to add this new language, which I'm
4 happy to file what I've handed up to the Court so it's part of
5 the court record.

6 THE COURT: But you would agree that the four factors
7 of the elements are appropriate to instruct the jury.

8 MR. BRENNER: No. I believe that Williams is
9 pre-RUPA. And so I don't agree. But our position is if Your
10 Honor's going to do those elements, we believe it's appropriate
11 to also instruct on the presumptions according to RUPA.

12 THE COURT: Okay. A response?

13 MS. FERNANDEZ: Thank you, Your Honor. Amanda
14 Fernandez on behalf of Dr. Wright.

15 As to the fraudulent concealment, we are in agreement
16 that, for those changes, that's fine.

17 As to the definition of partnership, we disagree that
18 the elements that were added by Your Honor should be removed.
19 We did cite two cases post-RUPA that still require those
20 elements, such as Dreyfuss and Rafael -- and the Roca case, 856
21 So.2d 1. We are fine with including the bold language that
22 states whether or not the persons intend to form a partnership.
23 We agree that that is what the statute states.

24 THE COURT: And as to the assets?

25 MS. FERNANDEZ: Would you like to argue that first

1 or --

2 MR. BRENNER: Yeah. I think I did because I gave Her
3 Honor this paper. So ...

4 MS. FERNANDEZ: As to the partnership assets, we would
5 disagree as to the first part of the bold language and the
6 losses of the partnership. The statute language, which is
7 620.8401, states -- we would say that we should use the exact
8 language from the statute, which should be: "Is chargeable
9 with a share of partnership losses in proportion to partner's
10 share of profits."

11 And as to the rest of the language, we were fine with
12 that addition. "In addition, in the absence of contrary
13 agreement among the partners, each partner has equal rights in
14 the management and conduct of the partnership business," as
15 that is what the statute says, Your Honor.

16 THE COURT: Okay. Are there any others?

17 MR. BRENNER: Your Honor, I think you made it clear,
18 but just for the record, when you said you ruled on objections,
19 I take it from your instructions you've also -- or should I
20 take it that you have denied the Plaintiffs' motion for
21 judgment as a matter of law on the laches and statute of
22 limitations defenses?

23 THE COURT: That is correct. It's a question of fact.

24 MR. BRENNER: Okay. So we have nothing further other
25 than to restate all our prior objections and submissions and

1 arguments as already heard by the Court.

2 THE COURT: All right. And with regard to the Verdict
3 Form, are there any additional objections?

4 MR. BRENNER: No additional objections from the
5 Plaintiffs, Your Honor.

6 THE COURT: On behalf of the Defendant?

7 MS. FERNANDEZ: Other than the objections we raised
8 yesterday, no additional objections, Your Honor.

9 THE COURT: All right. Then thank you for the
10 additional comments. At this point, I am going to ask Liz to
11 make copies for the jurors of the jury instructions, as well as
12 a Verdict Form. Many jurors are visual learners and I believe
13 that it helps the jury to have a copy of the jury
14 instructions -- okay -- if there's nothing further with regard
15 to jury instructions and Verdict Form.

16 MR. BRENNER: Right. Are you adding what we agreed
17 upon?

18 THE COURT: I am. I'm adding that language.

19 MR. BRENNER: Okay. Thank you, Judge.

20 THE COURT: Okay. All right, then.

21 Let me discuss with you -- as we are going to be
22 making the copies, I would ask at this time that we have an
23 acknowledgment on the record regarding the uploading of
24 exhibits, one exhibit list that can be provided to the
25 courtroom deputy, and I would like to see the laptops and have

1 the laptops given to the courtroom deputy, so at the time that
2 the jury deliberates we can bring the laptops in to them. I
3 just want to make sure that if there's a password in order to
4 get into the laptop that the information is also provided.

5 MR. BRENNER: Your Honor, can I check to get the
6 status of all that? I think it's all done.

7 THE COURT: Certainly.

8 MS. MCGOVERN: Your Honor, could I bring one issue to
9 the attention of the Court?

10 THE COURT: Yes.

11 MS. MCGOVERN: There was an issue raised this morning
12 regarding an exhibit, which is a Slack channel, Exhibit 853.4.
13 We looked back at the trial transcript because our
14 understanding on that exhibit was that it was the two pages
15 that was referenced during the examination. And when we went
16 back to the transcript, because we didn't want to raise an
17 issue with the Court that we didn't think it was right, but it
18 actually does specifically say -- there was confusion as to the
19 numbered exhibit. There was reference that it's just two
20 pages.

21 This is Day 9, 11/15/21 on Page 170 of the transcript.
22 And we specifically say: "There's a bit of confusion about the
23 Slack channel exhibit. We can address it outside the presence
24 of the jury." Your Honor agreed, as did Plaintiffs' counsel.
25 We've now been advised they want the entire Slack channel as

1 the exhibit for 853.4 that goes beyond two pages that was
2 referenced. And we would ask the Court not to allow that, but
3 rather just to allow the specific reference that was made
4 during that examination, which we reserved the right to address
5 later, Your Honor, so that we wouldn't cause confusion in front
6 of the jury and delay the proceedings.

7 THE COURT: All right. Response?

8 MR. BRENNER: Your Honor, I was just chatting with
9 Mr. Freedman very quickly. I think that there's not going to
10 be disagreement. Let us just look at it. But I think our
11 position is going to be the same as the Defendant's.

12 THE COURT: All right. So have the exhibits been
13 uploaded?

14 MR. BRENNER: As of last night they were uploaded and
15 both sides were reviewing them. So I'm assuming they got that
16 done. But I'll find out. And I believe the list was approved
17 by both sides.

18 MS. MCGOVERN: Yes.

19 MR. BRENNER: So there's a list.

20 THE COURT: Actually, Scott, do you want to just let
21 me have the list so I can give it to Liz?

22 MS. MCGOVERN: Can we just make sure that what we just
23 talked about is reflected? 853.4, just the two pages.

24 THE COURT: All right. So I'll leave it to the
25 attorneys. I would like to have that done at some point before

1 the jury goes back to deliberate, so that we don't spend a lot
2 of time with the uploading of exhibits. So if we can work on
3 that now that would be helpful.

4 Mr. Brenner, if you can provide the court security
5 officer with the exhibit list or is that subject to change?

6 MR. BRENNER: Let me make sure it's right with
7 Ms. McGovern. Because this last exhibit I'm not sure what --

8 THE COURT: All right.

9 MS. MCGOVERN: Your Honor, I've just been advised that
10 there's an agreement, that the parties are going to meet. It's
11 going to be ready to go by lunchtime. They're just going to
12 confer for 10 minutes and we should be good to go.

13 THE COURT: Well, let me discuss with you an
14 anticipated schedule because I certainly am sensitive to taking
15 breaks within the time period that you're presenting closing
16 argument. I try very hard to avoid that and I'd like to avoid
17 it in this trial.

18 I have set forth a schedule that I believe works well.
19 The jury has been advised that they are going to have a later
20 lunch than usual. They have snacks in the jury room. They're
21 comfortable in the jury room. They've told the courtroom
22 deputy that they do not want to be in the conference room.
23 They would like to be in the jury room, that they're very
24 comfortable. They have the restrooms. They have coffee. So
25 they would like to stay there.

1 The anticipated schedule -- hopefully, we'll stay
2 within give or take a few moments -- would be the Court would
3 give the charge to the jury between 9:30 and 10:15. I would
4 suggest that at that time the Plaintiff proceed with the
5 closing argument, which is 70 minutes that you have asked on
6 the first close, of 10:15 to 11:25. We would then take a
7 20-minute break from 11:25 to 11:45. We would then return.
8 And from 11:45 to 1:15 the Defendant would present the 90
9 minutes of closing. Then the Plaintiff would have an
10 opportunity, after a 15-minute break, from 1:15 to 1:30, to
11 give the 20-minute rebuttal from 1:30 to 1:50. We've ordered
12 lunch for the jurors. The jury will have lunch and begin their
13 deliberations at 1:50.

14 I am asking Liz whether they are able to stay a little
15 bit later than 5:00. I certainly don't want to keep them past
16 6:00. If they have not concluded their deliberations and
17 decided their verdict by 6:00 p.m., then we would bring them
18 back on Monday morning.

19 You do not need to be here on Monday morning. They
20 would be assembled outside and the court security officer --
21 once all 10 of them are here, they would be brought back into
22 the jury room. The jury room would be secured with the
23 laptops. So they don't need to come back into the courtroom.
24 They would go right into the jury room.

25 So does the schedule that I have given present an

1 issue for either side? On behalf of the Plaintiffs?

2 MR. FREEDMAN: Your Honor, the only thing is that if
3 you recall we were aiming for 70, but there's a chance we might
4 go 80 minutes and then 10 only in rebuttal. So I just don't
5 know that.

6 THE COURT: I'll keep track of your time. You have a
7 full 90 minutes. So you can use as much time as you want on
8 the front end. If you use less, then I'll credit you that time
9 on your final close.

10 MR. FREEDMAN: Thank you, Your Honor. Then no other
11 issues from the Plaintiff.

12 THE COURT: Okay. All right. Then give us some time
13 to make the copies of the jury instructions and Verdict Form.
14 You'll be given a copy as well. And can we take this time now,
15 the next five minutes or so, to work on the exhibits and the
16 laptops?

17 MS. MCGOVERN: Yes, Your Honor.

18 THE COURT: Okay. All right. I'll see you back here
19 in five minutes.

20 (Recess from 9:45 a.m. to 9:55 a.m.)

21 THE COURT: All right. Go ahead and have a seat. You
22 are now being provided the jury instructions and Verdict Form,
23 and when the jurors come in they will be provided that as well.

24 Is there anything further we need to address?

25 MR. BRENNER: Your Honor, you wanted a copy of the

1 exhibit list.

2 THE COURT: Yes. If you can provide that to Liz.

3 Thank you.

4 And then the laptops? Have we --

5 MR. BRENNER: On the laptops, both sides are doing a
6 final pass-through on exhibits. Hopefully, the laptops will be
7 here by noon.

8 THE COURT: All right. Wonderful. So we'll address
9 that at the break.

10 (Pause in proceedings.)

11 THE COURT: All right. Anything further we need to
12 address? Behalf of the Plaintiffs?

13 MR. FREEDMAN: One moment, Your Honor.

14 Can we just have a moment to look at the instructions,
15 Your Honor?

16 THE COURT: Yes. Of course.

17 MR. BRENNER: It's not a big deal, Your Honor.
18 There's a slight typo on what was just added. It says:
19 "Intended to form a partnership," but --

20 THE COURT: What page? What page?

21 MR. BRENNER: 8. Page 8.

22 THE COURT: All right. So it's not substantive?

23 MR. BRENNER: No. It's just --

24 THE COURT: Oh, okay. Hold on. Hold on.

25 On Page 8?

1 MR. BRENNER: I think it's in the first paragraph at
2 the very end of the partnership definition.

3 Can I grab it, Judge?

4 THE COURT: Yeah. Yeah. I have it. I'm just trying
5 to -- oh, "form." Okay. It just needed a space. Not a
6 problem. Okay.

7 MR. BRENNER: Is that it guys? Is that it?

8 Okay. Thank you, Judge.

9 THE COURT: On behalf of the Defendant, ready to
10 proceed?

11 MS. MCGOVERN: Yes, Your Honor.

12 THE COURT: All right. Let's bring in the jury.

13 (Before the Jury, 9:56 a.m.)

14 THE COURT: Hi. Good morning, Ladies and Gentlemen.
15 It's good to see each of you. Please be seated.

16 We have been working very hard and we are at the stage
17 where both the Plaintiffs and the Defendant have rested their
18 case and it is the Court's responsibility to instruct you on
19 the law that you must apply. Following the Court's
20 instruction, the attorneys will then have the opportunity to
21 make their final arguments.

22 As some of us are auditory learners, some of us are
23 visual learners, copies of the jury instructions have been made
24 for you, as well as the form of verdict. You are welcome to
25 follow along. You don't need to follow along, but I would ask

1 that you pay close attention to the instructions that I'm about
2 to give you.

3 And I see that everyone has a copy.

4 Members of the Jury:

5 It is my duty to instruct you on the rules of law that
6 you must use in deciding this case. When I have finished, you
7 will go to the jury room and begin your discussions, which are
8 called deliberations.

9 Your decision must be based only on the evidence
10 presented here. You must not be influenced in any way by
11 either sympathy for or prejudice against anyone.

12 You must follow the law as I explain it, even if you
13 do not agree with the law. And you must follow all of my
14 instructions as a whole. You must not single out or disregard
15 any of the instructions on the law.

16 The fact that a limited liability company is involved
17 as a party must not affect your decision in any way. A
18 company, like all other persons, stand equal before the law and
19 must be dealt with as equals in a court of justice.

20 When a company is involved, of course it may act only
21 through people as its employees. And in general, a company is
22 responsible under the law for the acts and statements of its
23 employees that are made within the scope of their duties as
24 employees of the company.

25 As I said before, you must consider only the evidence

1 that I have admitted in this case.

2 Evidence includes the testimony of witnesses and the
3 exhibits admitted. But anything the lawyers say is not
4 evidence and is not binding on you.

5 You should not assume from anything I have said that I
6 have any opinion about any factual issue in this case. Except
7 for my instructions to you on the law, you should disregard
8 anything I may have said during the trial in arriving at your
9 own decision about the facts.

10 Your own recollection and interpretation of the
11 evidence is what matters.

12 In considering the evidence, you may use reasoning and
13 common sense to make deductions and reach conclusions. You
14 should not be concerned about whether the evidence is direct or
15 circumstantial.

16 Direct evidence is the testimony of a person who
17 asserts that he or she has actual knowledge of a fact, such as
18 an eyewitness.

19 Circumstantial evidence is proof of a chain of facts
20 and circumstances that tend to prove or disprove a fact. There
21 is no legal difference in the weight you may give to either
22 direct or circumstantial evidence.

23 When I say you must consider all the evidence, I do
24 not mean that you must accept all the evidence as true or
25 accurate. You should decide whether you believe what each

1 witness had to say and how important that testimony was. In
2 making that decision, you may believe or disbelieve any witness
3 in whole or in part.

4 The number of witnesses testifying concerning a
5 particular point does not necessarily matter.

6 To decide whether you believe any witness, I suggest
7 that you ask yourself a few questions. Did the witness impress
8 you as one who was telling the truth? Did the witness have any
9 particular reason not to tell the truth? Did the witness have
10 a personal interest in the outcome of the case? Did the
11 witness seem to have a good memory? Did the witness have the
12 opportunity and ability to accurately observe the things he or
13 she testified about? Did the witness appear to understand the
14 questions clearly and answer them directly? And did the
15 witness's testimony differ from other testimony or other
16 evidence?

17 You should also ask yourself whether there was
18 evidence that a witness testified falsely about an important
19 fact. And ask yourself whether there was evidence that at some
20 other time a witness said or did something or did not say or do
21 something that was different from the testimony the witness
22 gave during this trial.

23 But keep in mind that a simple mistake does not mean a
24 witness was not telling the truth as he or she remembers it.
25 People naturally tend to forget some things or remember them

1 inaccurately. So if a witness misstated something, you must
2 decide whether it was because of an innocent lapse in memory or
3 an intentional deception. The significance of your decision
4 may depend on whether the misstatement is about an important
5 fact or an unimportant detail.

6 When scientific, technical, or other specialized
7 knowledge might be helpful, a person who has special training
8 or experience in that field is permitted to state an opinion
9 about the matter. This person is referred to as an expert
10 witness. As with any other witness's testimony, you must
11 decide for yourself whether to rely upon an expert's opinion.
12 The expert witnesses who testified in this case did so to
13 assist you in reaching a decision about these issues.

14 The testimony of these expert witnesses might have
15 conflicted. You must remember that you are the sole trier of
16 the facts and their testimony relates to questions of fact.
17 The way you resolve these conflicts is the same way that you
18 decide other fact questions and the same way you decide whether
19 to believe ordinary witnesses. You may give the testimony of
20 each expert witness the weight that you think it deserves in
21 light of all the evidence.

22 Plaintiff Ira Kleiman, on behalf of the estate of
23 David Kleiman, has asserted claims against Defendant Dr. Craig
24 Wright, or Dr. Wright, of breach of partnership, conversion,
25 civil theft, fraud, constructive fraud, and unjust enrichment.

1 Plaintiff W&K Info Defense Research, LLC, or W&K, has
2 asserted claims against Defendant Dr. Craig Wright for
3 conversion, civil theft, fraud, constructive fraud, breach of
4 fiduciary duty, and unjust enrichment.

5 In this case, it is the responsibility of the
6 Plaintiffs to prove all but one of their claims by a
7 preponderance of the evidence. The Plaintiffs must prove their
8 civil theft claims by clear and convincing evidence. This is
9 sometimes called the burden of proof, or the burden of
10 persuasion.

11 A preponderance of the evidence simply means an amount
12 of evidence that is enough to persuade you that the Plaintiffs'
13 claim is more likely true than not true.

14 Since there is more than one claim involved, you
15 should consider each claim separately.

16 In deciding whether any fact has been proven by a
17 preponderance of the evidence, you may consider the testimony
18 of all the witnesses, regardless of who may have called them,
19 and all the exhibits received in evidence, regardless of who
20 may have produced them, along with facts stipulated by the
21 parties.

22 If the proof fails to establish any essential part of
23 Ira Kleiman or W&K's claims by a preponderance of the evidence,
24 you should find for Dr. Craig Wright as to that particular
25 claim.

1 In addition, Plaintiffs have the burden of proving
2 their civil theft claims by clear and convincing evidence.
3 This is a higher standard of proof than the preponderance of
4 the evidence standard and requires that the Plaintiffs prove
5 that the claim is highly probable or reasonably certain, not
6 merely more likely true than not true.

7 In deciding whether any fact has been proven by clear
8 and convincing evidence, you may consider the testimony of all
9 the witnesses, regardless of who may have called them, and all
10 the exhibits received in evidence, regardless of who may have
11 produced them, along with facts stipulated by the parties.

12 If the proof fails to establish any essential part of
13 Ira Kleiman or W&K's civil theft claim by clear and convincing
14 evidence, you should find for Dr. Craig Wright as to that
15 particular claim.

16 In this case, the Defendant Dr. Craig Wright asserts
17 the affirmative defenses of statute of limitations and laches.
18 Even if Ira Kleiman or W&K prove their claims, the Defendant,
19 Dr. Craig Wright, can prevail on that claim if he proves an
20 affirmative defense to that claim by a preponderance of the
21 evidence.

22 Since more than one affirmative defense is involved,
23 you should consider each one separately. However, you should
24 consider each affirmative defense only as to the claim or
25 claims to which it is directed.

1 I caution you that the Defendant, Dr. Craig Wright,
2 does not have to disprove the Plaintiffs Ira Kleiman and W&K's
3 claims. But if the Defendant, Dr. Craig Wright, raises an
4 affirmative defense, the only way he can prevail on that
5 specific defense is if he proves that defense by a
6 preponderance of the evidence.

7 Similarly, if the proof fails to establish an
8 essential part of any of the Defendant's affirmative defenses
9 by a preponderance of the evidence, you should find against the
10 Defendant, Dr. Craig Wright, on that affirmative defense.

11 Sometimes the parties have agreed that certain facts
12 are true. Such agreement is called a stipulation. You must
13 treat these stipulated facts as proved for this cause.

14 The stipulated facts are: One, Plaintiff filed this
15 action on February 14th, 2018.

16 Two, the Plaintiffs in this case are Ira Kleiman as
17 the personal representative of the estate of David Kleiman and
18 W&K Info Defense Research, LLC, W&K.

19 Three, Ira Kleiman is David Kleiman's brother and he
20 serves as the personal representative of David Kleiman's
21 estate.

22 Four, David Kleiman was a resident of Florida at all
23 material times.

24 Five, on February 14th, 2011, W&K was formed as a
25 Florida limited liability company.

1 Six, Dr. Craig Wright is an Australian citizen.

2 Seven, the Bitcoin Whitepaper was publicly released on
3 October 31st, 2008 under the pseudonym Satoshi Nakamoto.

4 Eight, Ira Kleiman opened an estate proceeding related
5 to David Kleiman in the Circuit Court for Palm Beach County,
6 the probate proceeding.

7 Plaintiff W&K is a limited liability company. A
8 limited liability company, or LLC, is a business structure
9 whereby the owners are not personally liable for the company's
10 debts or assets. An LLC combines some characteristics of a
11 corporation with those of a partnership. LLCs are managed by
12 their members unless explicitly stated otherwise in an
13 operating agreement or formation document.

14 The Rules of Evidence allow me to accept facts that no
15 one can reasonably dispute. The law calls this judicial
16 notice. There is some evidence in the record referring to
17 currencies other than the US dollars. I have accepted the
18 following currency exchange rates as proved:

19 On April 2nd, 2014, the exchange rate for US dollars
20 to Australian dollars was 0.9236 US dollars per Australian
21 dollar.

22 On November 13th, 2014, the exchange rate for US
23 dollars to Australian dollars was 0.8730 US dollars per
24 Australian dollar.

25 And on October 20th, 2016, the exchange rate for US

1 dollars to British pounds was 1.2256 US dollars per British
2 pound.

3 You must accept these exchange rates as true for this
4 case.

5 Certain demonstrative exhibits, such as charts and
6 diagrams, have been shown to you. Those charts and diagrams
7 are used for convenience and to help explain the facts of the
8 case. They are not themselves evidence or proof of any facts.

9 The estate of David Kleiman has brought a claim
10 against Dr. Craig Wright for breach of partnership.
11 Specifically, the estate of David Kleiman claims that David
12 Kleiman and Dr. Craig Wright formed a partnership to develop
13 the original Bitcoin protocol to mine Bitcoin and to develop
14 related blockchain technology.

15 The estate further alleges that no assets of the
16 partnership were distributed to it after David Kleiman's death.
17 Dr. Craig Wright does not dispute that no assets were
18 distributed. Instead, he claims that there was no partnership
19 and therefore no distribution was required.

20 Accordingly, you will be asked to determine two
21 questions on this claim. One, whether there was a partnership
22 between David Kleiman and Dr. Craig Wright and whether
23 Dr. Craig Wright breached his duties to the partnership. And
24 if so, two, what portion of the partnership's assets are now
25 owed to the estate of David Kleiman.

1 A partnership means an association of two or more
2 persons to carry on as co-owners of a business for profit,
3 whether or not the persons intend to form a partnership.

4 A partnership based on a written or oral agreement
5 must include each of the following elements: Number one, a
6 common purpose. Two, a joint proprietary interest in the
7 subject matter or purpose of the partnership. Three, the right
8 to share profits and the duty to share losses. And four, joint
9 control or right of control over the partnership.

10 Plaintiffs must prove each of these elements by a
11 preponderance of the evidence to establish the existence of a
12 partnership.

13 If you find that there was a partnership between David
14 Kleiman and Dr. Craig Wright, you will then have to determine
15 the assets of the partnership and what share of those assets
16 belong to David Kleiman and are now owed to his estate.

17 On the issue of determining the respective parties'
18 ownership share in the partnership, I instruct you that in the
19 absence of a contrary agreement among the partners, the
20 partners in a partnership are entitled to share equally in the
21 assets and profits of the partnership and the losses of the
22 partnership.

23 In addition, in the absence of a contrary agreement
24 among the partners, each partner has equal rights in the
25 management and conduct of the partnership business.

1 Further, on the issue of what assets are owed to the
2 estate of David Kleiman, I instruct you that if rather than
3 winding up the partnership's business following the death of
4 his partner, the surviving partner continues the partnership
5 business with partnership assets, then the surviving partner
6 acts as a trustee for the deceased partner.

7 As a trustee, the surviving partner is required to
8 administer the portion of partnership assets belonging to the
9 deceased partner solely in the interest of deceased partner's
10 estate and not for the interest of the surviving partner.

11 The surviving partner must administer the partnership
12 assets belonging to the deceased partner as a prudent person
13 would, in light of the circumstances, exercising reasonable
14 care, skill, and caution.

15 Furthermore, the surviving partner is required to
16 account to the deceased partner's estate and provide a list of
17 the partnership assets to the deceased partner's heirs. The
18 rationale underlying the rule is based upon the surviving
19 partner's superior knowledge.

20 The surviving partner does not deal at arm's length
21 with the heirs of a deceased partner, but must make an open and
22 full disclosure to them.

23 The heirs are at a big disadvantage in dealing with
24 the surviving partners, lacking knowledge of the extent of the
25 partnership property or information about the amount of

1 business done or the value of the partnership.

2 Partners in a partnership owe duties to each other and
3 to the partnership. These duties include a duty of care, a
4 duty of loyalty, and an obligation of good faith and fair
5 dealing.

6 Under the duty of care, the partner must not engage in
7 grossly negligent or reckless conduct, intentional misconduct,
8 or a knowing violation of law.

9 Under the duty of loyalty, a partner must account to
10 the partnership and hold as trustee for the partnership any
11 property, profit, or benefit derived by the partner in the
12 conduct and winding up of the partnership business or derived
13 from a use by the partner of partnership property, including
14 the appropriation of a partnership opportunity.

15 A partner must discharge his duties to the other
16 partner and to the partnership and act in a manner that does
17 not frustrate the agreed common purpose of the parties and
18 deprive the other party of the benefits of the agreement.

19 W&K has asserted a claim for breach of a fiduciary
20 duty against Dr. Craig Wright. W&K claims that Dr. Craig
21 Wright breached his fiduciary duties in fraudulently procuring
22 a judgment against it in Australia following David Kleiman's
23 death, using that judgment to claim ownership over W&K's
24 assets, and then using those assets for his benefit.

25 The two issues for your determination on this claim:

1 One, did Dr. Craig Wright owe a fiduciary duty to W&K? And if
2 so, two, did he breach that duty?

3 On the first issue, whether Dr. Craig Wright owed W&K
4 a fiduciary duty, W&K must prove the following by a
5 preponderance of the evidence: One, a relationship existed
6 between W&K and Dr. Craig Wright. Two, Dr. Craig Wright was in
7 a position of trust with respect to W&K's financial and
8 property interests. And three, Dr. Craig accepted that trust.

9 If you find that Dr. Craig Wright owed a fiduciary
10 duty to W&K, you will then consider the issue of whether he
11 breached that duty.

12 A fiduciary duty imposes a duty to act with the utmost
13 good faith in the best interest of the company. This includes
14 the duty to refrain from self-dealing, the duty of loyalty, the
15 duty to disclose material facts, and the overall duty not to
16 take unfair advantage and to act in the best interest of the
17 company.

18 To prove a breach of a fiduciary duty, W&K must show,
19 one, that Dr. Wright breached a fiduciary duty by
20 misappropriating W&K's intellectual property. And two, that
21 this breach was a legal cause of damages to W&K.

22 The estate of David Kleiman and W&K have asserted
23 claims for conversion against Dr. Craig Wright. They claim
24 that Dr. Craig Wright wrongfully exercised control over the
25 property of David Kleiman and the property of W&K.

1 Conversion means a distinct act of control wrongfully
2 asserted over another's personal property in a manner that is
3 inconsistent with the other's right to that property.

4 There are a number of ways that conversion can occur,
5 such as intentionally dispossessing another of the property,
6 using the property without authority, or disposing of the
7 property by selling, pledging, gifting, or leasing it.

8 To prevail on their claim of conversion, the
9 Plaintiffs must prove each of the following by a preponderance
10 of the evidence: One, Dr. Craig Wright wrongfully asserted
11 dominion or ownership over certain property. Two, this
12 property belonged to the estate of David Kleiman and/or W&K
13 respectively. And three, Dr. Craig Wright's action was
14 inconsistent with the ownership or right to possess the
15 property by the estate of Ira Kleiman and/or W&K.

16 The estate of David Kleiman and W&K have asserted
17 claims for civil theft against Dr. Craig Wright. The
18 Plaintiffs must prove the following by clear and convincing
19 evidence: Number one, Dr. Craig Wright obtained, used, or
20 attempted to obtain or use, the estate of David Kleiman's,
21 W&K's, or the partnership's property. Two, the criminal intent
22 to deprive the estate of David Kleiman, W&K or the partnership
23 either temporarily or permanently of that property or a benefit
24 from that property. And three, Dr. Craig Wright's actions were
25 a legal cause of damage to the estate of David Kleiman or W&K.

1 The estate of David Kleiman and W&K have asserted
2 claims of unjust enrichment against Dr. Craig Wright. To
3 prevail on their claims of unjust enrichment, the estate of
4 David Kleiman and/or W&K must prove the following by a
5 preponderance of the evidence: One, David Kleiman and/or W&K
6 conferred a benefit on Dr. Craig Wright. Two, that Dr. Craig
7 Wright voluntarily accepted and retained that benefit. And
8 three, it would be inequitable or unfair for Dr. Craig Wright
9 to retain the benefit without paying the value of the benefit
10 to the estate of David Kleiman and/or W&K.

11 The estate of David Kleiman and W&K have alleged
12 claims against Dr. Craig Wright for fraud. To prevail on their
13 claims of fraud, the Plaintiffs must prove the following by a
14 preponderance of the evidence: One, Dr. Craig Wright made a
15 false statement or omission of a material fact. Two, that he
16 knew the statement was false at the time it was made. Three,
17 Dr. Craig Wright intended that David Kleiman, Ira Kleiman, or
18 W&K would rely on the false statement or omission. Four, David
19 Kleiman, Ira Kleiman, or W&K relied on the false statement or
20 omission. And five, the false statement or omission caused
21 damage to the estate of David Kleiman or W&K.

22 The estate of David Kleiman and W&K have asserted
23 claims for constructive fraud against Dr. Craig Wright. For
24 the Plaintiffs to prevail on their constructive fraud claims,
25 they must prove the following by a preponderance of the

1 evidence: One, a relationship of trust and confidence existed
2 between one or more of the Plaintiffs and Dr. Craig Wright.
3 Two, Dr. Craig Wright took advantage of this relationship of
4 trust and confidence. Three, proximately caused one or more of
5 the Plaintiffs to suffer damages.

6 If you find that the estate of David Kleiman and W&K
7 have proven by a preponderance of the evidence one or more of
8 their claims against Dr. Craig Wright, then you shall next
9 consider the affirmative defenses raised by Dr. Wright.

10 In this case, Dr. Craig Wright asserts the affirmative
11 defenses of statute of limitation and laches and contends that
12 the claims asserted by the Plaintiffs have not been filed
13 timely, and as a result those claims are barred.

14 Even if the Plaintiffs prove their claims by a
15 preponderance of the evidence, or by clear and convincing
16 evidence for civil theft, the Defendant can prevail in this
17 case if he proves an affirmative defense by a preponderance of
18 the evidence.

19 When more than one affirmative defense is involved, as
20 it is here, you should consider each one separately.

21 The statute of limitations requires the Plaintiffs to
22 commence their lawsuit within certain time periods, as
23 prescribed by law. The Defendant's statute of limitation
24 defense is directed at each of the Plaintiffs' claims, except
25 the civil theft claim. As such, you should not consider the

1 statute of limitations affirmative defense as to Plaintiffs'
2 civil theft claim.

3 The Plaintiffs' remaining claims each have a four-year
4 statute of limitations. This lawsuit was filed on
5 February 14th, 2018. Accordingly, to prevail on the statute of
6 limitations affirmative defense, the Defendant must prove by a
7 preponderance of the evidence that the Plaintiffs' claims,
8 excluding the civil theft claim, accrued before February 14th,
9 2014.

10 A cause of action accrues when the Plaintiffs
11 discover, or should have discovered through the exercise of
12 reasonable care and diligence, the facts establishing the
13 elements of a cause of action.

14 If you find by a preponderance of the evidence that
15 Defendant has proven that one or more of Plaintiffs' claims
16 accrued before February 14th, 2014, then you must find in favor
17 of the Defendant.

18 If, however, you find that the preponderance of the
19 evidence does not support Defendant Dr. Craig Wright's statute
20 of limitations affirmative defense, you must find against him
21 on this affirmative defense.

22 An exception to the statute of limitations affirmative
23 defense is the doctrine of fraudulent concealment. Where a
24 plaintiff alleges that a defendant engaged in willful
25 concealment of the claim or cause of action using fraudulent

1 means, such fraudulent actions will delay the beginning of the
2 limitations period until the plaintiff either knows or should
3 have known that the plaintiff suffered damages.

4 You will only consider the fraudulent concealment
5 exception if you find that the Defendant has proven a statute
6 of limitations affirmative defense. The Defendant's statute of
7 limitations affirmative defense cannot succeed if the Defendant
8 fraudulently concealed his misconduct.

9 To prove fraudulent concealment, the estate of David
10 Kleiman or W&K must prove by a preponderance of the evidence:
11 One, Dr. Craig Wright fraudulently concealed the causes of
12 action from the estate of David Kleiman and W&K until at least
13 February 14th, 2014. And two, the estate of David Kleiman or
14 W&K exercised reasonable care and diligence in seeking to
15 discover the facts that formed the basis of the claim.

16 Fraudulent concealment goes beyond a defendant's mere
17 non-disclosure of a fact. It requires active and willful
18 concealment of a material fact. Unless the Plaintiffs did not
19 have the equal opportunity to become apprised of the fact,
20 Plaintiffs bear the burden of establishing by a preponderance
21 of the evidence that fraudulent concealment should be applied.

22 Ira Kleiman and W&K claim that their claims were
23 timely filed. In the alternative, they contend that the
24 commencement of the statute of limitations for their claim
25 should be delayed because Dr. Craig Wright fraudulently

1 concealed their claims.

2 Dr. Craig Wright denies that fraudulent concealment
3 should apply because there's no evidence that he actively and
4 willfully concealed any of the Plaintiffs' purported claims.

5 Laches is an equitable doctrine that prevents the
6 estate of David Kleiman and W&K from recovering damages on
7 their claims if they have inexcusably delayed asserting their
8 claims and the delay has caused undue hardship to Dr. Craig
9 Wright.

10 To prevail on his affirmative defense of laches, the
11 Defendant must prove the following by a preponderance of the
12 evidence: Number one, a delay in the Plaintiffs' assertion of
13 their claims. Two, that the delay was inexcusable. And three,
14 that the delay caused the Defendant undue prejudice.

15 If you find by a preponderance of the evidence that
16 Plaintiffs have inexcusably delayed bringing their claims,
17 which caused undue prejudice to the Defendant, then you must
18 find in favor of the Defendant.

19 If, however, you find that the preponderance of the
20 evidence does not support Defendant Dr. Craig Wright's laches
21 affirmative defense, then you must find against him on this
22 affirmative defense.

23 If you find for the estate of David Kleiman and/or W&K
24 on any of its claims, you must consider the matter of damages.
25 Generally, you should award an amount of money that the

1 preponderance of the evidence shows will fairly and adequately
2 compensate the estate of David Kleiman and/or W&K for its
3 damages.

4 If you find for the estate of David Kleiman or W&K on
5 civil theft, you should award the estate of David Kleiman or
6 W&K an amount of money, if any, that the clear and convincing
7 evidence shows are the actual damages sustained by the estate
8 of David Kleiman or W&K.

9 You should consider the following types of damages:
10 The amount of money you find to be justified by a preponderance
11 of the evidence as full, just, and reasonable compensation for
12 the Plaintiffs' damages caused by the Defendant.

13 If you find that David Kleiman and Dr. Craig Wright
14 had a partnership, you will be asked to determine the value of
15 the assets of the partnership that correspond to David
16 Kleiman's partnership interest, which will now belong to his
17 estate. As I explained earlier, absent a contrary agreement,
18 the assets of the partnership are to be divided equally among
19 partners. Because the assets of the partnership were never
20 distributed to David Kleiman or his estate at the time of his
21 death, the damages you should award should be based on present
22 value of any Bitcoin and/or intellectual property you find was
23 part of the partnership.

24 First, you will be asked to determine the quantity of
25 any Bitcoin, if any, owned by the partnership. You will then

1 be asked to decide the current value of that Bitcoin and award
2 the estate 50 percent of that value, unless you find that there
3 was a different amount agreed upon by David Kleiman and
4 Dr. Craig Wright. In which case, you should adjust the portion
5 you award to the estate of David Kleiman to reflect the amount
6 you have decided.

7 Second, you will be asked to determine the
8 intellectual property, if any, owned by the partnership. You
9 will then be asked to determine the current value of the
10 intellectual property and award the estate 50 percent of that
11 value, unless you find that there was a different amount agreed
12 upon by David Kleiman and Dr. Craig Wright. In which case, you
13 should adjust the portion you award to the estate of David
14 Kleiman to reflect the amount you have decided.

15 If you find for the estate of David Kleiman or W&K on
16 conversion, you should award the estate of David Kleiman or W&K
17 the quantity of assets, if any, you determine were converted
18 and the value of those assets. Plaintiffs are entitled to the
19 highest value of the assets between the time of conversion and
20 the date of your verdict.

21 If you find for the estate of David Kleiman and/or W&K
22 on their claims of civil theft, you should award the estate of
23 David Kleiman or W&K an amount of money, if any, that the clear
24 and convincing evidence shows are the actual damages sustained
25 by the estate of David Kleiman or W&K.

1 Plaintiffs are entitled to highest value of the assets
2 between the time of conversion and the date -- and actually,
3 this should say the time of civil theft and the date of your
4 verdict. So if you'll make that note accordingly, that it's
5 the value of the assets between the time of the civil theft and
6 the date of your verdict.

7 If you find for the estate of David Kleiman and/or W&K
8 on either fraud or constructive fraud, you should award the
9 estate of David Kleiman or W&K the amount of any damages
10 calculated as of the time the Defendant committed the fraud or
11 the constructive fraud.

12 If you find for W&K on its claim for breach of
13 fiduciary duty, you should award W&K the amount of any damages,
14 if any, calculated as of the time the Defendant breached his
15 fiduciary duty to W&K.

16 If you find for the estate of David Kleiman and/or W&K
17 on their claims for unjust enrichment, then they are entitled
18 to an amount of money equal to the value of the benefit
19 conferred upon the Defendant and attributable to his
20 wrongdoing.

21 If you find for the estate of David Kleiman or W&K on
22 their conversion, fraud, and/or constructive fraud claims, you
23 must decide whether to award punitive damages in addition to
24 any compensatory damages awarded.

25 Punitive damages are warranted against Dr. Craig

1 Wright if you find by clear and convincing evidence that he
2 engaged in intentional misconduct or gross negligence, which
3 was a substantial cause of damage to the estate of David
4 Kleiman or W&K.

5 Under those circumstances, you may, in your
6 discretion, award punitive damages against Dr. Wright. If
7 clear and convincing evidence does not show such conduct by
8 Dr. Craig Wright, punitive damages are not warranted against
9 him.

10 Intentional misconduct means that Dr. Craig Wright had
11 actual knowledge of the wrongfulness of the conduct and that
12 there was a high probability of injury or damage to the estate
13 of David Kleiman or W&K and, despite that knowledge, the
14 Defendant intentionally pursued that course of conduct
15 resulting in injury or damage.

16 Gross negligence means that the Defendant's conduct
17 was so reckless or wanton in care that it constituted a
18 conscious disregard or indifference to the life, safety, or
19 rights of persons exposed to such conduct.

20 If you decide that punitive damages are warranted
21 against the Defendant, then you must decide the amount of
22 punitive damages, if any, to be assessed at punishment against
23 the Defendant and as a deterrent to others. This amount would
24 be in addition to any compensatory damages you award to the
25 Plaintiffs.

1 In making this determination, you should consider the
2 following: One, the nature, extent, and degree of misconduct
3 and the related circumstances, including the following: A,
4 whether the wrongful conduct was motivated solely by
5 unreasonable financial gain; B, whether the unreasonably
6 dangerous nature of the conduct, together with the high
7 likelihood of injury resulting from the conduct, was actually
8 known by the Defendant; C, whether at the time of damage the
9 Defendant had a specific intent to harm a plaintiff and the
10 conduct of the Defendant did, in fact, harm a plaintiff.

11 Two, the financial resources of Defendant.

12 You may in your discretion decline to assess punitive
13 damages.

14 You have been permitted to take notes during the
15 trial. Most of you, perhaps all of you, have taken advantage
16 of that opportunity. You must use your notes only as a memory
17 aid during deliberations. You must not give your notes
18 priority over your independent recollection of the evidence and
19 you must not allow yourself to be unduly influenced by the
20 notes of other jurors.

21 I emphasize that notes are not entitled to any greater
22 weight than your memories or impressions about the testimony.

23 Now, in your deliberations, you will consider and
24 decide distinct claims and affirmative defenses. Although
25 these claims and affirmative defenses have been tried together,

1 each is separate from the others and each party is entitled to
2 have you separately consider each claim and affirmative defense
3 as it affects that party.

4 Therefore, in your deliberations, you should consider
5 the evidence as it relates to each claim and affirmative
6 defense separately, as you would had each claim and affirmative
7 defense been tried before you separately.

8 Of course, the fact that I have given you instructions
9 concerning the issue of the Plaintiffs Ira Kleiman and W&K's
10 damages should not be interpreted in any way as an indication
11 that I believe that the Plaintiffs should or should not prevail
12 in this case. You must decide the case solely on the evidence
13 and the law before you and must not be influenced by any
14 personal likes or dislikes, opinions, prejudices, sympathy, or
15 biases.

16 Your verdict must be unanimous; in other words, you
17 must all agree.

18 Your deliberations are secret and you will never have
19 to explain your verdict to anyone.

20 Each of you must decide the case for yourself, but
21 only after fully considering the evidence with other jurors.

22 You must discuss this case with one another and try to
23 reach an agreement. While you are discussing the case, do not
24 hesitate to reexamine your own opinion and change your mind if
25 you become convinced that you were wrong. But do not give up

1 your honest beliefs just because others think differently or
2 because you simply want to get the case over with. Remember
3 that in a very real way you are judges, judges of facts. Your
4 only interest is to seek the truth from the evidence in the
5 case.

6 When you get to the jury room, you'll choose one of
7 your members to act as foreperson. The foreperson will direct
8 your deliberations and speak for you in court.

9 A Verdict Form has been prepared for your convenience.
10 The Verdict Form contains questions and directions for
11 answering them.

12 In answering the questions, you must apply the law in
13 these instructions to the facts that were proven by the
14 evidence. You may also refer to the jury instructions for
15 guidance on the law applicable to the subject matter covered by
16 each question.

17 The questions are organized by claim, first asking
18 whether you find the Defendant liable for the particular claim.
19 If your answer to the first question is yes, you are then
20 instructed to answer further questions asking you to identify
21 which Plaintiffs have proven their claims and the amount of
22 damages to be awarded to each Plaintiff.

23 You will then consider the Defendant's affirmative
24 defenses and decide whether they bar or preclude certain
25 claims.

1 Finally, you will consider whether punitive damages
2 are appropriate as to certain claims.

3 You must agree on each answer before you complete the
4 Verdict Form.

5 After you reach a verdict, your foreperson should be
6 designated to complete the Verdict Form by inserting all
7 necessary answers in the form.

8 Let us now go through the Verdict Form.

9 "We, the jury, return the following verdict in this
10 matter:

11 "Breach of partnership asserted by the estate of David
12 Kleiman.

13 "Question 1: Do you find that Craig Wright is liable
14 to the estate of David Kleiman for breach of partnership?

15 "Answer yes or no.

16 "If you answered no to question 1, please skip to
17 question 3.

18 "If you answered yes to question 1, please continue to
19 question 2.

20 "Question 2: What is the amount of damages you find
21 were caused by Craig Wright's breach of partnership?"

22 There are two lines. One is: "Provide numerical
23 amount owed from Bitcoin." The second line is: "Provide
24 numerical amount owed from intellectual property.

25 "Please answer question 3.

1 "Conversion asserted by the estate of David Kleiman
2 and W&K Info Defense Research, LLC.

3 "Question 3: Do you find that Craig Wright is liable
4 to the estate of David Kleiman and/or W&K Info Defense
5 Research, LLC for conversion?

6 "Answer yes or no.

7 "If you answered no to question 3, please skip to
8 question 6.

9 "If you answered yes to question 3, please continue to
10 question 4.

11 "Question 4: If you answered yes to question 3,
12 identify the Plaintiff to whom Craig Wright is liable for
13 conversion by placing an identifying marking next to one or
14 both of the following."

15 And there's a line for estate of David Kleiman and a
16 line for W&K Info Defense Research, LLC.

17 "Please answer question 5.

18 "Question 5: For each Plaintiff you checked yes to in
19 question 4, what is the amount of compensatory damages you find
20 were caused by Craig Wright's conversion?

21 "Estate of Dave Kleiman." There are two lines. One:
22 "Provide a numerical amount owed from Bitcoin." The second
23 line: "Provide a numerical amount owed from intellectual
24 property."

25 "W&K Info Defense Research, LLC." One line: "Provide

1 numerical amount owed from Bitcoin." The second line:

2 "Provide numerical amount owed from intellectual property.

3 "Please answer question 6.

4 "Civil theft asserted by the estate of David Kleiman
5 and W&K Info Defense Research, LLC.

6 "Question 6: Do you find that either the estate of
7 David Kleiman or W&K Info Defense Research, LLC has proven its
8 claim for civil theft against Craig Wright by clear and
9 convincing evidence?

10 "Answer yes or no.

11 "If you answered no to question 6, please skip to
12 question 9.

13 "If you answered yes to question 6, please continue to
14 question 7.

15 "Question 7: If you answered yes to question 6,
16 identify which Plaintiff has proven their claims of civil theft
17 by placing an identifying mark next to one or both of the
18 following," and there's a line for estate of David Kleiman, a
19 line for W&K Info Defense Research, LLC.

20 "Please answer question 8.

21 "Question 8: For each Plaintiff that you checked yes
22 to in question 7, what is the amount of compensatory damages
23 you find was caused by Craig Wright's civil theft?

24 "Estate of David Kleiman." There are two lines. One
25 is: "Provide a numerical amount owed from Bitcoin." The

1 second is: "Provide numerical amount owed from intellectual
2 property."

3 "W&K Info Defense Research, LLC." Two lines. One
4 for: "Provide numerical amount owed from Bitcoin." One for:
5 "Provide numerical amount owed from intellectual property."

6 "Please answer question 9.

7 "Fraud asserted by the estate of David Kleiman and W&K
8 Info Defense Research, LLC.

9 "Question 9: Do you find that Craig Wright is liable
10 to the estate of David Kleiman and/or W&K Info Defense
11 Research, LLC for fraud?

12 "Answer yes or no.

13 "If you answered no to question 9, please skip to
14 question 12.

15 "If you answered yes to question 9, please continue to
16 question 10.

17 "Question 10: If you answered yes to question 9,
18 identify which Plaintiffs were subject to fraud by placing an
19 identifying mark next to one or both of the following."

20 There's a line for estate of David Kleiman, a line or
21 W&K Info Defense Research, LLC.

22 "Please answer question 11.

23 "Question 11: If you answered yes to question 9, for
24 each Plaintiff that you checked yes to in question 10, what is
25 the amount of compensatory damages you find were caused by

1 Craig Wright's fraud?

2 "Estate of David Kleiman." There are two lines. One:
3 "Provide numerical amount owed from Bitcoin." Second:
4 "Provide numerical amount owed from intellectual property."

5 "W&K Info Defense Research, LLC." Two lines. One
6 for: "Provide numerical amount owed from Bitcoin." The
7 second: "Provide numerical amount owed from intellectual
8 property."

9 "Please answer question 12."

10 "Constructive fraud asserted by the estate of David
11 Kleiman and W&K Info Defense Research, LLC."

12 "Question 12: Do you find that Craig Wright is liable
13 to the estate of David Kleiman and/or W&K Info Defense
14 Research, LLC for constructive fraud?"

15 "Answer yes or no."

16 "If you answered no to question 12, please skip to
17 question 15."

18 "If you answered yes to question 12, please continue
19 to question 13."

20 "Question 13: If you answered yes to question 12,
21 please identify which Plaintiffs were subject to constructive
22 fraud by placing an identifying mark next to one or both of the
23 following." There's a line for estate of David Kleiman, a line
24 for W&K Info Defense Research, LLC.

25 "Please answer question 14."

1 "Question 14: If you answered yes to question 12, for
2 each Plaintiff that you checked yes to in question 13, what is
3 the amount of compensatory damages you find were caused by
4 Craig Wright's constructive fraud?

5 "Estate of David Kleiman." There are two lines. One:
6 "Provide numerical amount owed from Bitcoin." One: "Provide
7 numerical amount owed from intellectual property."

8 "W&K Info Defense Research, LLC." There are two
9 lines. One: "Provide numerical amount owed from Bitcoin."
10 The second: "Provide numerical amount owed from intellectual
11 property."

12 "Please answer question 15.

13 "Breach of fiduciary duty asserted by W&K Info Defense
14 Research, LLC.

15 "Question 15: Do you find that Craig Wright is liable
16 to W&K Info Defense Research, LLC for breach of fiduciary duty?

17 "Answer yes or no.

18 "If you answered no to question 15, please skip to
19 question 17.

20 "If you answered yes to question 15, please continue
21 to question 16.

22 "Question 16: If yes, what is the amount of
23 compensatory damages you find were caused to W&K Info Defense
24 Research, LLC by Craig Wright's breach of fiduciary duty?"

25 There are two lines. One: "Provide numerical amount owed from

1 Bitcoin." Second: "Provide numerical amount owed from
2 intellectual property."

3 "Please answer question 17.

4 "Unjust enrichment asserted by the estate of David
5 Kleiman and W&K Info Defense Research, LLC.

6 "Question 17, if you found for the estate of David
7 Kleiman on its claim for breach of partnership in question 1,
8 you should skip the next three questions with respect to the
9 estate of David Kleiman. Please answer them with respect to
10 W&K Info Defense Research, LLC.

11 "Do you find that Craig Wright is liable to the estate
12 of David Kleiman and/or W&K Info Defense Research, LLC for
13 unjust enrichment?

14 "Answer yes or no.

15 "If you answered no to question 17, please skip to
16 question 20.

17 "If you answered yes to question 17, please continue
18 to question 18.

19 "Question 18: If you answered yes to question 17,
20 identify the Plaintiffs to whom Craig Wright is liable for
21 unjust enrichment by placing an identifying mark next to one or
22 both of the following." There's a line for estate of David
23 Kleiman, a line for W&K Info Defense Research, LLC.

24 "Please answer question 19.

25 "Question 19: If you answered yes to question 17, for

1 each Plaintiff that you checked yes to in question 18, what is
2 the amount of compensatory damages you find were caused by
3 Craig Wright's unjust enrichment?

4 "Estate of Dave Kleiman." There are two lines. One:
5 "Provide numerical amount owed from Bitcoin." The second:
6 "Provide numerical amount owed from intellectual property."

7 "W&K Info Defense Research, LLC." There are two
8 lines. One: "Provide numerical amount owed from Bitcoin."
9 The second: "Provide numerical amount owe from intellectual
10 property."

11 "Please answer question 20.

12 "Amount of Bitcoin.

13 "Question 20: If you found for Plaintiffs, estate of
14 David Kleiman and/or W&K Info Defense Research, LLC, on some or
15 all of the claims above, what number of Bitcoin do you find
16 belongs to the estate of David Kleiman?" There's a line:
17 "Provide a number of Bitcoin."

18 "W&K Info Defense Research, LLC." There's a line:
19 "Provide a number of Bitcoin."

20 "Please answer question 21.

21 "Affirmative defense of statute of limitations
22 asserted by Dr. Craig Wright as to the estate's claims.

23 "Question 21: Do you find that any of the following
24 claims by the estate of David Kleiman are barred by the statute
25 of limitations?"

1 You are to check one related to breach of partnership,
2 conversion, unjust enrichment, fraud, and constructive fraud.
3 The lines are "barred" and "not barred."

4 "Please answer question 22.

5 "Affirmative defense of statute of limitations
6 asserted by Dr. Craig Wright as to W&K's claims.

7 "Question 22: Do you find that any of the following
8 claims by W&K Info Defense Research, LLC are barred by the
9 statute of limitations?"

10 There are two lines, one for barred, one for not
11 barred, as to conversion, unjust enrichment, fraud,
12 constructive fraud, breach of fiduciary duty. You are to check
13 one line as to each claim.

14 "Please answer question 23.

15 "Affirmative defense of laches asserted by Dr. Craig
16 Wright as to the estate's claims.

17 "Question 23: Do you find that any of the following
18 claims by the estate of David Kleiman are barred by laches?"

19 There are two lines, one for barred, one for not
20 barred. You are to check one as to each of breach of
21 partnership, conversion, unjust enrichment, fraud, constructive
22 fraud, and civil theft.

23 "Affirmative defense of laches asserted by Dr. Craig
24 Wright as to W&K's claims.

25 "Question 24: Do you find that any of the following

1 claims by W&K Info Defense Research, LLC are barred by laches?"

2 There are two lines, one for barred, one for not
3 barred. You are to check only one line as to the following
4 claims: Conversion, unjust enrichment, fraud, constructive
5 fraud, breach of fiduciary duty, civil theft.

6 "Please answer question 25.

7 "Punitive damages.

8 "Question 25: If you found in favor of the estate of
9 David Kleiman and/or W&K Info Defense Research, LLC on their
10 conversion, fraud, or constructive fraud claims, then you must
11 decide whether punitive damages are appropriate. And if so,
12 determine the amount of punitive damages to award to the estate
13 of David Kleiman and/or W&K Info Defense Research, LLC.

14 "Do you find that Craig Wright is liable to the estate
15 of David Kleiman on claims asserted by the estate of Dave
16 Kleiman for punitive damages?

17 "If the answer is yes, set forth the amount." There's
18 a line: "Provide numerical amount."

19 "Do you find that Craig Wright is liable to W&K Info
20 Defense Research, LLC on claims asserted by W&K Info Defense
21 Research, LLC for punitive damages?

22 "If the answer is yes, set forth the amount." There's
23 a line: "Provide numerical amount."

24 Please have the foreperson sign and date the Verdict
25 Form.

1 "So say we all," with the date and the line for
2 foreperson to sign the Verdict Form.

3 Ladies and Gentlemen, the attorneys now will have an
4 opportunity to present their final arguments. Each side will
5 have equal time, but the Plaintiffs are entitled to divide this
6 time between an opening argument and a rebuttal argument after
7 the Defendant has spoken.

8 I would ask that you put down the jury instructions
9 and Verdict Form and give the attorneys your undivided
10 attention, unless they specifically refer to a provision in the
11 law or the Verdict Form.

12 And at this point in time we will proceed.

13 On behalf of the Plaintiffs?

14 MR. FREEDMAN: May it please the Court.

15 Ladies and Gentlemen of the Jury, it's been a long
16 month. It's been a long trial. And I thank you for the
17 attention you have given me, my colleagues, the other side, and
18 all the witnesses who have appeared in this trial.

19 At the beginning of this trial, my partner, Kyle
20 Roche, told each of you that this case was about a choice, a
21 choice that Craig Wright made after he found out that Dave
22 Kleiman, his best friend and business partner, died.

23 His choice has led us here today. And in our final
24 moments together, I'd like to walk through the evidence showing
25 that Craig chose to steal from his dead best friend and to

1 cover up that theft with forgeries and lies.

2 But now, more than eight years after Dave Kleiman's
3 death, the final decision is not up to Craig Wright, Ira
4 Kleiman, or anyone else in Dave Kleiman's family. The final
5 determination as to how this story ends comes down to a choice
6 that each of you have to make.

7 Plaintiffs are asking you to return to them half of
8 the partnership's 1.1 million Bitcoin and half of the value of
9 the intellectual property that Dave Kleiman and Craig Wright
10 jointly developed in W&K.

11 Plaintiffs submit to you that this would be the fair
12 way for this partnership, this partnership that created one of
13 the most revolutionary technologies the world has ever seen --
14 that would be a fair way for this partnership to end.

15 When you go back to deliberate later, the choice each
16 of you now confront is to either award the estate its fair
17 share of these assets or allow Craig Wright to get away with
18 the spoils of his theft and fraud.

19 Does Craig Wright get away with his fraudulent scheme
20 to steal Dave's share of the partnership assets? Does he get
21 away with the lies he told to Dave's grieving family? Does he
22 get away with the forgeries he drafted in the name of his dead
23 best friend? Does he get away with the fake trusts he created
24 to hide his theft and frustrate Dave's family's ability to
25 recover the assets in this case? And does he get away with the

1 lies he told you when he looked each of you in the eye for four
2 straight days and told you that he was the victim, all while
3 bragging about how smart and how rich he is? He should not get
4 away with this. He just shouldn't.

5 In the United States of America, we resolve our
6 disputes in courtrooms. We resolve our disputes with evidence.
7 And we ask our juries, our peers, to fulfill a civic, but
8 sacred duty. We ask you to review the evidence, to weigh that
9 evidence, and to render a decision. We are asking you to do
10 that here, no more and no less.

11 Now, the lawyers in this case have had years to review
12 the evidence. The trials are formal and the evidence that
13 comes in through trial comes in in formal channels. And
14 sometimes that can make it hard to put together all the
15 evidence. It's almost like a puzzle. So it will be my job now
16 to walk you through this evidence in a clear and coherent way.

17 Before we do that in detail, though, I think it would
18 be helpful if I give a very high-level map of what the evidence
19 shows happened here.

20 Craig and Dave partnered to create and mine Bitcoin.
21 We saw Craig tell the New South Wales Police that he was
22 working on Bitcoin with Dave since 2004.

23 They released the whitepaper. They released the
24 Bitcoin protocol. They released the Bitcoin software and they
25 begin mining Bitcoin.

1 When that starts getting traction, they release --
2 they create intellectual property from W&K and they continue
3 their mining in intellectual property through W&K.

4 They know their invention can change the world and
5 threaten government currency, so they keep it a secret. In
6 fact, at some point, they get so scared that they agree to
7 delete all records of their partnership. You heard Craig
8 testify about that in one of his videotaped deposition clips.

9 But Dave dies unexpectedly in 2013, and Craig sees an
10 opportunity. As we've discussed, Craig takes the partnership's
11 assets for himself, his access to the Bitcoin because they
12 mined it into a trust.

13 But he needs title to the intellectual property, so he
14 can sell it. So he files sham lawsuits against W&K to steal
15 its intellectual property and he forges Dave's signature on a
16 contract weeks before -- that is dated weeks before Dave dies,
17 which says that Dave gives Craig 570,000, half of the
18 1.1 million Bitcoin -- to Craig, gives Craig all of W&K's
19 shares and all of W&K's intellectual property, all in exchange
20 for a minority stake in a company that doesn't even exist yet
21 and a company that amounted to nothing called Coin-Exch.

22 Of course, Dave isn't around to dispute this
23 outrageous contract. So Craig just forges Dave's signature on
24 it.

25 But Craig's greedy. He then takes all the IP he stole

1 from W&K and he applies to the Australian Taxation Office for
2 tens of millions of dollars in tax rebates. Which, as you
3 might expect, results in a tax audit.

4 The ATO doesn't want to cut the \$10 million check
5 without proof. And so they start digging. It seems that, like
6 the IRS, the evidence shows that the ATO was dogged. They
7 examined everything. And when they start doing that, Craig is
8 forced to start revealing the truth about his partnership with
9 Dave to defend himself from the Australian authorities.

10 To be sure, he's not entirely truthful with the ATO
11 either. And he forges documents with them too. For example,
12 he lies to them about supercomputers. And he gets himself in
13 trouble in Australia as well.

14 Eventually, the Australian Taxation Office finds that
15 he forged documents and that he lied to them. When his
16 Australian lawyers, that never tell a lie, find out that he
17 submitted forged documents to the Australian Taxation Office,
18 they fire him too. Think about that for a minute. His own
19 lawyers fire him for forging documents.

20 And that's why you've seen documents in this case from
21 the Australian Taxation Office. These documents help us piece
22 together the story of this incredible partnership and they help
23 us get to the truth of the matter.

24 But I'm getting a little bit ahead of myself. Let me
25 start with partnership. Judge Bloom has instructed you on the

1 law. Her instructions are clear. The law does not require a
2 written partnership agreement. People can and do form oral
3 partnerships. And the law obligates us to respect those when
4 they are formed. In fact, Judge Bloom has instructed you that
5 a partnership means an association of two or more persons to
6 carry on as co-owners of a business for profit whether or not
7 those persons intend to form a partnership.

8 To find that Craig and Dave partnered, you must find
9 that they had a common purpose. That's easy. The evidence
10 shows that Dave and Craig had a common purpose to create
11 Bitcoin, to mine 1.1 million Bitcoin, and to create
12 intellectual property based on Bitcoin.

13 You have to find that they had a joint proprietary
14 interest in the purpose of the partnership. They clearly were
15 mining Bitcoin and creating intellectual property for profit,
16 as Craig told the Australian Taxation Office that they were
17 mining into trust to fund their research for the benefit of
18 their cryptocurrencies, and Craig eventually sells all the
19 intellectual property.

20 You have to find that they had a right to share in the
21 profits and losses. Craig told the ATO that they mined the
22 Bitcoin into the trust to fund their research activities. And
23 Craig told Ira that he convinced Dave to wait until 2014, in
24 October, to finally take some money from the Bitcoin and spend
25 it on themselves.

1 And you have to find that they had joint control over
2 the partnership. And we've already clearly seen that in emails
3 from Craig to Dave he refers to the Bitcoin that are in the
4 trusts and: "What we are going to do with it."

5 We're going to see more on all of these factors later.
6 But in opening, Ladies and Gentlemen, we promised you evidence,
7 hard evidence, that Craig Wright and Dave Kleiman weren't just
8 friends, but were business partners to create Bitcoin, to mine
9 Bitcoin, and to create Bitcoin-based IP. And we delivered. We
10 showed you time and time again that Craig Wright said he and
11 Dave were business partners; he and Dave mined Bitcoin; he and
12 Dave created intellectual property. We're going to run through
13 that evidence quickly.

14 Now, the Defense has made a big deal out of the fact
15 that there is no written agreement. But again, the law doesn't
16 require one. And you heard Carter Conrad, one of Dave's best
17 friends, testify in court that Dave was a "my word is my bond"
18 type of guy, that his word was his honor. And that if he
19 committed to do something, he would do that based on his word
20 alone. He didn't need written agreements.

21 You heard that Craig was similar. Craig's ex-wife,
22 Lynn Wright, testified by video deposition. And she said that
23 he was informal in business, that they wrote nothing down
24 except when they hired employees. And so it's no surprise that
25 these best friends didn't have a written partnership agreement.

1 While the Defense promised you that you wouldn't see
2 contemporaneous emails between Craig and Dave about Bitcoin,
3 what they failed to tell you was that Dave and Craig agreed to
4 keep their partnership to create and mine Bitcoin a secret and
5 that these computer experts, who literally wrote the paper on
6 how to destroy digital data, agreed to delete all records of
7 their partnership to create and mine Bitcoin.

8 During Kyle's opening statement, he flagged for you
9 that you were going to see two different Craig Wrights. You
10 were going to see the pre-litigation Craig Wright who admitted
11 Dave's role to a select few people he trusted or to people he
12 needed something from, and a post-litigation Craig who swore:
13 "Dave was never my partner" and that Craig would never form a
14 partnership and that he will never form a partnership, that he
15 hates the whole concept of a partnership, that he will never be
16 a partner, and that he will never have a partner.

17 And at trial we walked you through the written
18 admissions of Craig. We're going to quickly run through those
19 in a moment, so you have them fresh in your mind when you begin
20 deliberations. But recall that, in addition to the written
21 evidence, Ira testified that Craig told him they were 50/50
22 partners. And Jamie Wilson testified that Craig described Dave
23 as his business partner.

24 (Video:)

25 "A. No. Not me personally, no.

1 "Q. Had you heard of Dave Kleiman?

2 "A. Yes, I had.

3 "Q. How did you hear of Dave Kleiman?

4 "A. Through Craig. Said he was his best friend and
5 they had been working on projects together.

6 "Q. Did he describe him as his partner?

7 "A. A good mate.

8 "Q. Okay. And I don't mean a romantic partner. I
9 mean --

10 "A. No. No. No. No. Business partner.

11 "Q. Did he describe him as a business partner?

12 "A. Yes.

13 "Q. Okay. And somebody he was working on projects
14 with?

15 "A. That's right."

16 (End of video.)

17 Described him as his business partner.

18 But after seeing the evidence that Plaintiffs
19 collected in this case, even Craig himself realized he had to
20 change course from his original testimony that he hates
21 partnerships. And he testified at trial that in a variety of
22 different contexts and at times Dave had been his business
23 partner.

24 Let's move to the documentary evidence. We saw a
25 Skype chat between Craig Wright and Mark Ferrier in 2013 right

1 before and after Dave dies. Craig calls Dave his business
2 partner three times.

3 Craig didn't only tell business associates that he was
4 his business partner, though, he told that to people you trust.
5 He told that to people you rely on in times of need. He told
6 the police that. He told his lawyer that. He tells the
7 government that during a tax investigation.

8 And we see that things don't go well between Craig and
9 Ferrier. And in 2014 Craig eventually goes to the police for
10 help. In doing that, he sends the police a written witness
11 statement. And in that statement to Detective Catherine Unger
12 from the New South Wales Police Department, he says that he had
13 been business partners with Dave Kleiman in Bitcoin for over a
14 decade. Over a decade. Craig submitted this statement in
15 2014. That means he and Dave were partners in Bitcoin since
16 2004.

17 When asked about the admission at trial, Craig had
18 nothing to say other than deny it was true; in other words, his
19 defense is that he lied to the police.

20 But Craig told his lawyers that Dave was his business
21 partner too. And faced with that evidence at trial, he
22 admitted that Dave and he were partners.

23 And when the ATO began investigating Craig, they met
24 with him multiple times. His lawyers were there, his
25 accountants were there. And in those 40-page transcripts with

1 his meetings with the ATO, he tells them: "We were partners
2 for years."

3 We saw in 2015, years later, Craig is still telling
4 the same story. He emails Michele Seven that: "Dave Kleiman
5 was my best friend and business partner." And when confronted
6 with this at trial, Craig denied this admission of partnership
7 because he claimed Michele Seven was blackmailing him. But
8 look at this email. This isn't the exchange of a blackmailer.

9 Craig says to Michele Seven, who he said was his --
10 Dave was his business partner -- he says: "What I need is a
11 person who can be my secret, know the secrets I have, and be
12 the mirror I need." And Michele writes back: "I know I'm fun,
13 but at my core I'm just very sweet. You should find someone
14 who is more detached." That's not an exchange with a
15 blackmailer.

16 One of the most damning admissions of all, though, is
17 the one Craig makes to Ira directly in Thanksgiving -- about
18 Thanksgiving 2009. Recall that in May of 2009 no litigation
19 has been filed. Craig Wright has reached out to Ira and
20 promised him the world. "Dave was one of the cocreators of
21 Bitcoin. Dave got a digital fortune. I can help you get it.
22 You have shares in this company called Coin-Exch."

23 Ira completely trusts Craig, thinks he's the greatest
24 guy in the world, and Ira is reminiscing about his memory of
25 Dave, and he tells him: "I remember this one time Dave may

1 have mentioned Bitcoin to me. It was Thanksgiving 2009. It
2 was the first time Dave was meeting my newborn baby girl. And
3 at that Thanksgiving dinner, I said to him: 'Hey' -- we were
4 talking about Facebook and how successful it was, and he
5 says" -- Ira says to Dave: "Are you working on anything
6 interesting?" And Dave says: "I'm making my own money."

7 Ira immediately flips out. "You're making your own
8 money? Are you making counterfeit money? What? You're making
9 your own money?"

10 Dave says: "No. No. No. I'm making digital money,"
11 and he pulls out a business card, he flips it over, he writes
12 the Bitcoin logo on the back, he hands it to Ira. And he tells
13 Ira: "I'm working with this well-to-do foreign man." Ira says
14 to him -- he speculates to Craig, he says: "I asked him: 'Why
15 don't you partner with this man?'" And Dave just kind of looks
16 at him, and Ira says to Craig: "Well, I thought that that
17 might have been Dave's way -- he didn't want to tell me you
18 were already partners."

19 And what does Craig respond with? What does Craig say
20 to Ira's question of: "Maybe he didn't want to directly come
21 out and say that you guys were already partners"? Craig says:
22 "We did partner."

23 Confronted with this evidence at trial, what's Craig's
24 explanation? That Ira catfished him. Really?

25 In the same email, Craig says to Ira that he will try

1 to find him "the old Bitcoin logo we did," thus, demonstrating
2 again that he and Dave designed the first Bitcoin logo.

3 The evidence that there's a partnership is
4 overwhelming. And the only thing Craig has to rebut the
5 evidence that there is a partnership is the word of Craig
6 Wright.

7 Realizing that at trial, Craig attempts to pivot. He
8 now claims, in conflict with his sworn testimony, that he hates
9 partnerships and would never form a partner -- never has a
10 partner -- that he and Dave were partners, just not to create,
11 mine and develop Bitcoin -- 1.1 million Bitcoin and
12 Bitcoin-based IP. Yeah, right.

13 I want to underscore that for a moment. After this
14 admission, there can be no real dispute that they were
15 partners. And the evidence is equally as powerful about what
16 the partnership was for. As you'll recall, the evidence that
17 Dave and Craig were two halves to the Satoshi Nakamoto
18 partnership to create Bitcoin, to mine 1.1 million Bitcoin that
19 were worth over \$73 billion, and to develop what is now worth
20 over \$252 billion worth of intellectual property, is likewise
21 overwhelming.

22 In fact, you need not go any further than Craig's own
23 recorded statements when asked directly about Satoshi Nakamoto.
24 He admitted it was a partnership. He admitted it was with him
25 and Dave. And he admitted that Satoshi died with Dave.

1 (Video:)

2 "Q. Have you claimed to be Satoshi?

3 "A. I said I was part of the creation. I've also
4 said that if you have a partnership and someone dies, it's no
5 longer a partnership.

6 "Q. So the Nakamoto part of the partnership died?

7 "A. Well, there's no real part of the partnership.
8 If you had (inaudible) and all partners disappear and you don't
9 have a K or anything like that, you just have nothing. It's
10 not an individual.

11 "Q. So you're saying Satoshi Nakamoto is a pseudonym
12 for a group of at least two or more people that you were a part
13 of?

14 "A. Umm, I had help from Dave.

15 "Q. Dave's not here. Dave's not here, man.

16 "A. I know. Dave's not here. Dave is never going to
17 be here again."

18 (End of video.)

19 There's far more evidence than this recording to prove
20 that Dave and Craig were partners in Satoshi Nakamoto to create
21 Bitcoin.

22 Patrick Paige, one of Dave's good friends and
23 colleagues, testified that, quote, Craig Wright told him that
24 Dave Kleiman was one of the creators of Bitcoin and that
25 Craig's new claim in this lawsuit that Dave is not a cocreator

1 of Bitcoin is inconsistent with Craig's statements to him, it's
2 inconsistent with Craig's emails to him, and it is inconsistent
3 with Craig's promise to Patrick that when this all comes out
4 there is no way Dave will be left off the credit.

5 Gavin Andresen, Satoshi Nakamoto's successor,
6 testified that Craig told him the person of Satoshi was Dave,
7 Craig, and some mystery person.

8 Ms. Vela?

9 (Video:)

10 "Q. And do you know in what context Dave Kleiman was
11 raised in this initial conversation?

12 "A. I think we had a conversation about the person of
13 Satoshi actually being the three people, Dave Kleiman, Craig
14 Wright, and some other mysterious person who I never asked
15 about."

16 (End of video.)

17 Jamie Wilson testified that Craig told him he started
18 Bitcoin and that Craig told him: "I did it with Dave Kleiman."

19 (Video:)

20 "Q. Okay. And did Craig tell you that?

21 "A. Yes.

22 "Q. Okay. And how many occasions did Craig tell you
23 that?

24 "A. Well, that's how he started blockchain Bitcoin.
25 And it was a matter of: 'I did it with Dave Kleiman.'"

1 (End of video.)

2 Andrew O'Hagan, the serious Scottish award-winning
3 investigative journalist, testified that Craig told him Dave
4 Kleiman was the man that helped him do Satoshi's work.

5 (Video:)

6 "Q. Is it accurate that Dr. Wright told you that Dave
7 Kleiman was the man that helped him do Satoshi's work?

8 "A. Yes."

9 (End of video.)

10 All of these men have no stake in the outcome of this
11 lawsuit. They are simply reporting what pre-litigation Craig
12 told them.

13 But it goes beyond just direct testimony from
14 disinterested witnesses. There's also written evidence from
15 Craig himself. In 2014, Craig emailed Ira and told him that
16 Satoshi was a team. Without the other part of that team, he
17 died. That same month, Craig emails Louis Kleiman, Dave's late
18 father. He says: "Your son Dave and I are two of the three
19 key people behind Bitcoin. Know also that Dave was a key part
20 of an invention that will revolutionize the world."

21 Still, in February of 2014, Craig confirms to Ira that
22 Dave helped him write the Bitcoin Whitepaper and confirms to
23 Ira that Dave had the famous Satoshi Nakamoto Vistomail
24 account, the account that announced the Bitcoin Whitepaper to
25 the world, and that mining was one of Satoshi Nakamoto's

1 partnerships' jobs.

2 We've established it was a partnership. We've
3 established it was Satoshi Nakamoto. Well, what else did it
4 encompass beyond the creation of Bitcoin? It encompassed
5 Bitcoin mining. The fact that Bitcoin mining was one of
6 Satoshi Nakamoto's jobs is undeniable. Recall that
7 Mr. Antonopoulos testified that Satoshi Nakamoto's mining was
8 absolutely critical to the start of Bitcoin. There would be no
9 Bitcoin if Satoshi Nakamoto was not mining to move the chain
10 along.

11 Jamie Wilson, Craig's former CFO, testified that Craig
12 told him he obtained Bitcoin through mining with Dave Kleiman
13 and also told him that Dave and Craig set up Bitcoin and were
14 Satoshi. In fact, Jamie testified that when Craig showed him
15 his Bitcoin and his Bitcoin wallets, he also told him that he
16 mined that Bitcoin with Dave.

17 (Video:)

18 "Q. Do you know how Craig Wright obtained Bitcoin?

19 "A. Through mining with Dave Kleiman. That was my
20 understanding.

21 "Q. What is your understanding based on?

22 "A. From Craig saying that he was working with a
23 great man who was in the USA. And they set up Bitcoin. And
24 that it was Satoshi.

25 "Q. Craig Wright never told you that he mined with

1 Dave?

2 "A. Yes, he did.

3 "Q. When did he tell you that?

4 "A. Well, that's how I knew all about the Bitcoin and
5 his wallets."

6 (End of video.)

7 Andrew O'Hagan testified that Craig told him that Dave
8 and Craig's mining led to a complicated trust.

9 (Video:)

10 "Q. Dr. Wright told you that his and Kleiman's mining
11 activity had led to a complicated trust?

12 "A. That's what he said."

13 (End of video.)

14 This testimony again is backed up by hard evidence.
15 In April of 2014, Craig emails his wife, his lawyer, and his
16 CFO. These are all people you do not lie to. And he says to
17 them: "Dave mined all this outside Australia." And he says:
18 "I was not the person doing the mining. Dave was."

19 And remember, when Craig submitted a witness statement
20 to the police, he attaches an email chain between him and Mark
21 Ferrier, where Mark Ferrier asks Craig: "Where did you get
22 this Bitcoin from?" And Craig responds: "I moved it in the
23 mining process to Dave Kleiman." And less than an hour later,
24 he follows that up with another email. He says: "I had Dave
25 mine the Bitcoin overseas."

1 One year later, Craig is engaging with the Australian
2 Taxation Office, fighting for his life, in terms of the rebates
3 and the audits. And he confirms to them directly that the
4 Bitcoin he controls was mined in the United States, somewhere
5 Craig has never lived and somewhere Dave has always lived. And
6 that statement is absolutely consistent with what he then tells
7 Patrick Paige and Carter Conrad, that Dave mined the Bitcoin in
8 the United States for both of them.

9 A year later, he confirms the same statement again to
10 his wife. He forwards the email from Patrick to Ramona Watts
11 and he says: "I said: 'We mined.'"

12 Craig confirmed this, that Dave did the mining for
13 them in the United States, to the Australian Taxation Office.
14 Craig's chief financial officer, John Chesher, told the ATO in
15 that meeting that Craig took the Bitcoin that he had mined
16 overseas, by Dave, and he started W&K with Dave Kleiman, an
17 entity created for the purpose of mining Bitcoins.

18 Craig says the exact same thing to Ira in 2014. Craig
19 founds a company with Dave Kleiman in 2011 that's called W&K.
20 It's set up to mine Bitcoin.

21 One year later, Craig says the same thing to Uyen
22 Nguyen. 2011 established W&K with Dave Kleiman. It was set up
23 to mine Bitcoin.

24 Then in early 2014, Craig sends a LinkedIn message.
25 He's looking to be introduced to one of the Winklevoss twins

1 from Facebook. And in seeking that introduction, he says:

2 "The Winklevoss twins are right into Bitcoin. Dave Kleiman and
3 I started mining in 2009."

4 Next, in August of 2014, Craig tells the Australian
5 Taxation Office that he and Dave set up a trust to put Bitcoin
6 that Dave was mining into, and the purpose of the trust was to
7 fund research that both Craig and Dave were doing on promoting
8 cryptocurrencies. This is the very definition of a
9 partnership. Dave is contributing mining into a trust for
10 their joint work.

11 Seven days later, Craig is back to meeting with the
12 Australian Taxation Office. In that meeting, he tells them
13 that the assets of the trust, the real trust -- he tells them
14 the assets of the trust were originally sourced from both him
15 and Dave Kleiman. They even ask him to confirm: "And David?"

16 "Yes."

17 Ladies and Gentlemen, I want this to sink in for a
18 moment. Craig admitted unequivocally that both he and Dave
19 funded the trust together. We know the trust was funded with
20 Bitcoin. That is the definition of partnership; joint
21 contribution of assets for a common goal.

22 And the ATO was clear about this too. In April of
23 2016, the Australian Taxation Office issues an incredibly
24 detailed 56-page decision denying Craig's tax refunds. And in
25 doing so, they document in excruciating detail the

1 investigation conclusions and reasons for reaching their
2 decision.

3 In that report, they say that Craig told them directly
4 that the trust Bitcoin came from both Craig and Dave Kleiman.
5 They also say that Ms. Uyen Nguyen told them that while Craig
6 contributed 650,000 Bitcoin into the trust of the 1.1 million,
7 Dave contributed 350,000.

8 Not only did Craig and Dave mine the Bitcoin together
9 for the partnership; they treated that jointly mined Bitcoin as
10 partnership property. In a statement to the New South Wales
11 Police, Craig says that he and Dave held the Bitcoin together.
12 Specifically, he says the only way that he could pay Mark
13 Ferrier was: "With Bitcoin that Dave and I held." And
14 eventually after Dave dies, Craig pays Ferrier that Bitcoin,
15 thus proving he had access to Bitcoin that he and Dave held.

16 But it wasn't just communications to third parties.
17 In the few communications Craig did save from his partnership
18 with Dave, he forwarded some to Ira after making Ira promise to
19 delete them. In these communications it is very clear that
20 Craig and Dave treated decisions about what to do with the
21 trust Bitcoin as a joint decision, decisions that had to be
22 made by both Craig and Dave.

23 For example, in October 10th, 2012, Craig emails Dave
24 saying: "We need to discuss the trust and work out what the F
25 we are going to do with it all." And when confronted with this

1 evidence at trial, Craig actually claimed that when he said
2 "we" here, he meant "the royal we." Absurd.

3 In May of 2012, Craig emails Dave again. And he again
4 says that the decisions about what to do with the trust Bitcoin
5 are a joint decision. And that decision was not to sell any of
6 their joint Bitcoin at that time. Specifically, he says to
7 Dave: "We do not touch the trusts, not yet, not even for this.
8 One day, they will change the world. Not millions, not
9 billions. If I am right, they will be trillions."

10 And while Craig claims that there is no written
11 agreement to hold the Bitcoin in trust jointly, that's not
12 true. If you recall, we showed Craig a document he signed that
13 includes a long list of Bitcoin wallets. And on the right side
14 in Craig's own handwriting is written: "As agreed, all wallets
15 to be held in the UK in trust until all regulatory issues
16 solved and group company formed with Dave K and Craig Steven
17 Wright." So Craig and Dave did agree to hold all the Bitcoin
18 in trust.

19 At trial, I asked Craig about this document. And
20 sitting right there before you, he testified it was not his
21 handwriting and it was not his signature. Unbelievable because
22 we have him on video testifying exactly the opposite.

23 (Video:)

24 "Q. Can you look at Page 9 of 10.

25 "A. Yes.

1 "Q. And the signature at the bottom, is that your
2 signature?

3 "A. Yes.

4 "Q. The handwriting on the right-hand side of all the
5 Bitcoin wallets listed there, whose handwriting is that?

6 "A. That looks like mine."

7 (End of video.)

8 And when I confronted him with those lies while he was
9 on the stand, right in front of you, he says that I got him
10 angry at his deposition. Come on. You saw that video. That
11 man's not angry.

12 The evidence we've just reviewed is clear. Dave mined
13 Bitcoin for the partnership. He mined that Bitcoin into a
14 trust that funded Dave and Craig's research. They treated the
15 Bitcoin as joint property and they made joint decisions about
16 what to do with it all. In fact, Craig wrote it in his own
17 handwriting that all wallets were to be held in trust until a
18 joint company could be formed between him and Dave.

19 And I'd like to walk you through in a minute -- we've
20 done partnership. We've done creation of Bitcoin. We've done
21 Bitcoin mining. How much Bitcoin? The evidence shows the
22 partnership mined 1.1 million Bitcoin. But Craig's own
23 testimony shows that he at least agrees that he mined and
24 controls a little over 800,000 Bitcoin.

25 First, we have Andrew O'Hagan, who testified that

1 Craig admitted to him that the Satoshi horde was around one
2 million Bitcoin.

3 (Video:)

4 "Q. The Satoshi mine horde is around a million
5 Bitcoin?

6 "A. Yes. That's what he said."

7 (End of video.)

8 Craig admitted the same to the Australian Taxation
9 Office. On August 11th, 2014, he told them: "At the start of
10 this, we have approximately 1.1 approximately Bitcoin."

11 Later, in that exact same interview, Craig tells the
12 ATO again -- he says: "The entire pot of Bitcoin is
13 1.1 million Bitcoin."

14 And importantly, while the Plaintiffs have proven they
15 are entitled to half of the 1.1 million Bitcoin -- that would
16 be 550,000 Bitcoin -- Craig himself has admitted that Dave owns
17 at least 300,000 Bitcoin in the trust. Ira emails Craig in
18 March of 2014. And in that email, he says: "It appears from
19 emails you've sent that Dave told you you have a million
20 Bitcoin in the trust. And since you," Craig, "told me that
21 Dave had 300,000, that means that yours is around 700."

22 And what does Craig respond? He says: "Around that."
23 He doesn't say: "No. Dave didn't have any Bitcoin in the
24 trust." He doesn't say: "What are you talking about 300,000
25 is Dave's?" He says: "Around that." At a minimum, Craig has

1 admitted 300,000 Bitcoin in the trust belong to Dave Kleiman.

2 We've also submitted a list into evidence that
3 contains a list of 820,200 Bitcoin that Craig Wright submitted
4 to this Court to fulfill a court order that he identify his
5 Bitcoin holdings. That's P554. It contains 16,404 Bitcoin
6 addresses, which at the time of production included 50 Bitcoin
7 per address. That's 820,200 Bitcoin.

8 At trial, Craig testified that Wright International
9 Investments owns the balance of the Bitcoin on the list and
10 that he owns 100 percent of the Wright International
11 Investments in trust.

12 And while Craig now claims he mined this Bitcoin
13 through various companies, he's previously said that the
14 825,000 Bitcoin that was mined in 2009 and 2010 was mined as
15 Satoshi, the very partnership at issue in this case.

16 And while obviously Plaintiffs have put forward
17 evidence to show you it was Dave that did this mining for the
18 partnership, I put this forward to show you that even Craig has
19 admitted that the Satoshi Nakamoto partnership mined 825,000
20 Bitcoin.

21 And we've demonstrated Dave and Craig mined over
22 1.1 million Bitcoin. One million, one hundred thousand, one
23 hundred and eleven Bitcoin to be exact. That's one million,
24 one hundred thousand, one hundred and eleven Bitcoin. That is
25 the exact amount that Craig puts into his forged Tulip Trust

1 document to create a false paper trail to make it seem like
2 Dave has nothing. And we will get there in a moment.

3 So half of 1,100,111, that's 550,055.5 Bitcoin for
4 Dave and 550,050.5 Bitcoin for Craig. That's an even split of
5 the partnership's Bitcoin.

6 As we showed at trial, Craig and Dave partnered to
7 develop Bitcoin-based intellectual property too. Robert
8 Radvanovsky testified that he attended a conference call in
9 2009 where Craig and Dave were discussing a partnership to
10 create revolutionary blockchain-related intellectual property.
11 And while he's refused to answer the simple question at trial,
12 his previous deposition testimony couldn't be cleaner. He
13 worked on intellectual property with Dave.

14 (Video:)

15 "Q. Did you ever work on any intellectual property
16 with Dave?

17 "A. Yes."

18 (End of video.)

19 And that intellectual property included software that
20 they developed together, including Bitcoin software that Dave
21 enhanced. In fact, Craig wrote to Ira that Dave took two
22 million lines of code and turned it into six million lines of
23 code. He also told both Ira and Mark Ferrier that Dave was
24 involved in creating a completely open and malleable form of
25 scriptable money. He told the New South Wales Police that he

1 and Dave were developing a Bitcoin exchange by which smart
2 contracts would be connected since 2004.

3 And in the same document, he said that Dave and him
4 conceived of the idea to develop a system that integrated SCADA
5 and a Bitcoin exchange. The record is clear that Craig and
6 Dave created Bitcoin-based intellectual property in W&K.

7 Now, in opening statement, Ms. McGovern told you that
8 the evidence would not show that the intellectual property has
9 tremendous value. She is wrong. She was wrong. We saw the IP
10 grow in value as Bitcoin grew in popularity and value, which
11 just makes sense.

12 In July and August of 2013, Craig filed lawsuits
13 against W&K valuing its IP at \$56 million. He expressly tells
14 the Australian Taxation Office, after telling him that he
15 didn't want to rip off the estate, that it was valued at \$56
16 million. Less than a year after valuing the IP at \$56 million
17 in 2013, Craig commissions a valuation of the W&K source code
18 that pegged it at 303,895,458 Australian dollars.

19 THE COURT: Mr. Freedman, I apologize, but one of the
20 jurors needs to take a restroom break.

21 MR. FREEDMAN: Absolutely.

22 THE COURT: All right. So let's go ahead and take a
23 15-minute recess, Ladies and Gentlemen.

24 (Jury not present, 11:27 a.m.)

25 THE COURT: All right. We're on a 15-minute recess.

1 MR. FREEDMAN: Thank you, Your Honor.

2 (Recess from 11:27 a.m. to 11:42 a.m.)

3 THE COURT: All right. Welcome back.

4 Mr. Freedman, you were at 45 minutes, sir. I just
5 wanted to let you know.

6 MR. FREEDMAN: Your Honor, we have 43.

7 THE COURT: I'm sorry? You have 43? I had that you
8 started at 10:43 and we took a recess at 11 -- I'm sorry -- a
9 recess at 11 --

10 MR. FREEDMAN: I just had Mr. Brenner on a literal
11 stopwatch.

12 THE COURT: We've two minutes apart?

13 MR. BRENNER: Yeah. I have 43.

14 THE COURT: Okay. All right. We'll put two minutes
15 in the reserve.

16 All right. Let's bring the jury back in.

17 (Before the Jury, 11:44 a.m.)

18 THE COURT: All right. Welcome back, Ladies and
19 Gentlemen. Please be seated.

20 We will continue with the closing argument.

21 MR. FREEDMAN: Less than a year after valuing the
22 intellectual property at \$56 million, Craig commissions a
23 valuation of W&K's IP source code that gets it pegged at 303
24 million Australian dollars.

25 Six months later, a second valuation is put in by a

1 valuation expert, 378 million Australian dollars. And a little
2 less than a year after the nChain deal closes, and Craig has
3 sold all of W&K's intellectual property into nChain, a new
4 valuation projected -- done by Baker McKenzie, projects the
5 valuation in 2018 to be worth 2.6 billion pounds. That's about
6 3.19 billion US dollars. You can do the math with the Court's
7 judicially noticed exchange rates. The Court has given you the
8 exchange rates.

9 And then Dr. Wright has given you the most up-to-date
10 valuation for these -- for this intellectual property. Two
11 days before trial, he pronounced that the value of the
12 intellectual property at issue in this case is worth 252
13 billion US dollars. Remember, that when Craig made this
14 statement he had every incentive to lie about the value. He
15 knew he was about to face a trial. He knew he was about to
16 face a jury. He knew there were lawyers on the other side.
17 And despite that, he admitted the intellectual property at
18 issue in this case is worth an astronomical \$252 billion.

19 Craig then takes this intellectual property and
20 transfers it to his Australian entities. His honest lawyer,
21 Andrew Sommer, that never lies, says so. And his wife admits
22 it in an email in 2015. He then sells it all through various
23 agreements, not telling Ira anything about these sales. And
24 eventually these companies file patents based on W&K's
25 intellectual property, all when Craig's associates admitted

1 that W&K's intellectual property would potentially expose
2 Satoshi Nakamoto and core blockchain intellectual property.

3 So the next thing I'd like to walk you through is
4 Craig's scheme to steal all this Bitcoin and intellectual
5 property from his dead best friend's estate. I'd like to make
6 something very clear here. The Defense has said over and over
7 that Dave Kleiman never said anything bad about Craig Wright.
8 Dave Kleiman never had a bad word to say about Craig Wright.
9 Of course not. Craig waited until he died to steal from him.
10 Dead men tell no tales.

11 And to put it in Craig's own words:

12 (Video:)

13 "Dave is never going to be here again."

14 (End of video.)

15 So Craig Wright is now sitting on 1.1 million Bitcoin
16 that he and Dave mined. He knows that no one really knows
17 about it because he and Dave agreed to keep it a secret. And
18 that's the type of person Dave was. He was a man of his word.
19 So he realizes he needs a paper trail to cover up his theft.
20 What does Craig do next? He forges trust documents to make it
21 look like Dave Kleiman agrees that he owns all 1.1 million
22 Bitcoin in the trust.

23 And before we get into these forgeries, I want to
24 remind you that Craig has admitted he creates fake trusts. We
25 showed you this at trial. "I get so damn confused. You're

1 suggesting there's a separate real trust and then a fake trust,
2 or multiple fake trusts?" And Craig says: "Real and fake."
3 He creates fake trusts. You see it in his own words.

4 Let's start with the first fake trust. This document
5 appears to be an email from Dave Kleiman to Craig, dated June
6 24th, 2011. It is not. It is a forgery. It attaches a Tulip
7 Trust document that appears to be a document written by Dave
8 Kleiman. It says: "I, Dave Kleiman, have received
9 1,100,111" -- that's the number of the partnership's Bitcoin.
10 This is the fake paper trail he creates to hide that number.
11 This is the number of the partnership's Bitcoin. And he
12 says -- he forges Dave's name on this contract -- "I, Dave
13 Kleiman, have received 1,100,111 Bitcoin from Craig Wright.
14 All Bitcoin will be returned to Dr. Wright on January 1st,
15 2020." That's basically Dave saying: "None of it's mine."

16 So if this document is real, it shows that Craig has
17 all the Bitcoin in the partnership. But it's not real.
18 Remember, Dave dies in April of 2013. And right here is an
19 identical version of the email that you just saw, dated June
20 24th, 2011, except it's dated October 17th, 2014, a year and a
21 half after Dave dies. Craig forgot to delete the draft when he
22 forged the email.

23 Dr. Edman brought you through all the metadata.
24 Dr. Edman gave unrebutted expert testimony that that email is a
25 forgery created in October 17th, 2014. If I may, write that

1 date down, October 17th, 2014. We're going to come back to it
2 in a minute.

3 The next fake trust that Craig makes to hide the
4 spoils of his theft, is Tulip Trust I. Craig makes it look
5 like this document was formed between Wright International
6 Investments and Tulip Trading in October of 2012. At trial,
7 Craig swore it was authentic. But like the last fake trust
8 document, it also makes it appear that Dave has no claim to the
9 1.1 million Bitcoin. It says: "The assets and joint agreement
10 and deed between the parties include the 1,100,111 Bitcoin."
11 That's the partnership's Bitcoin.

12 But the truth is -- the truth is that Craig had no
13 connection to Tulip Trading, one of the companies that created
14 this fake trust in 2012, because he didn't buy Tulip Trading
15 until 2014, two years later. This email shows Craig reaching
16 out to a company he calls Abacus Offshore. They say to him:
17 "Hey, we got your request to buy a shelf company." That's a
18 company that you form -- these different corporations, they
19 form companies. They put them on a shelf until somebody wants
20 to buy them and they sell them the company. They say: "Hey,
21 we got your request to buy a shelf company. Here's a list of
22 companies. Tell me which one you want."

23 Craig Wright, October 16th, 2014: "I want Tulip
24 Trading, Limited," with a creation date of 2011. It's been on
25 the shelf for three years.

1 Craig arranges to pay for this company and he
2 transfers the money that's required to pay for this company to
3 Abacus Offshore. This is October 17th, 2014, commonwealth
4 transfer. See, he's transferring the money for Abacus
5 Offshore. At the bottom is a reference to an invoice. We have
6 that invoice. That invoice is an invoice to purchase a
7 Seychelles 2011 shelf company called Tulip Trading, Limited.
8 It's dated October 17th, 2014. Recall Dr. Edman also gave
9 un rebutted expert testimony this document is a forgery, the
10 Tulip Trust I.

11 I want you to go back to that date, October 17th,
12 2014, the date of the email that he forged to make it look like
13 it was June 2011, same day he buys Tulip Trading.
14 October 17th, 2014. Craig had a pretty busy October 17th,
15 2014, forging two documents to hide his theft of Dave Kleiman's
16 Bitcoin. So now he can show the world that he's got trusts
17 where Dave Kleiman signed off and says: "No. No. No. It's
18 all yours, Craig." They're forgeries.

19 So truth of the matter is Craig forged both versions
20 of the Tulip Trust documents we've seen to make it look like
21 Dave Kleiman signed off on owning the partnership's property.
22 Let that sink in for a moment.

23 The evidence is undeniable and un rebutted that Craig
24 Wright forged fake trusts to hide the fortune he stole from his
25 dead best friend. Unreal.

1 That's not the only forgery in this case. You'll
2 recall that Dr. Edman testified -- gave un rebutted expert
3 testimony that Craig created over 40 forgeries. And I'm going
4 to focus on just one more. Craig needed to dupe Ira into
5 thinking Craig owned everything after he reached out to him.
6 So what does he do? He creates a series of emails from his
7 dead best friend that appear to confirm the fact that he owns
8 the Bitcoin and Dave owns nothing.

9 This was forgery number one. Dr. Edman told you it
10 was created on February 28th, 2014. That's less than two weeks
11 after Craig's first email exchange with Ira. Dr. Edman showed
12 you that Craig forged a draft email that appeared to come from
13 Dave. And that less than an hour before he sends that forgery
14 to Ira Kleiman, he adds this bombshell forged sentence. He
15 says to him -- he makes it look like Dave Kleiman emailed him
16 an email which says: "You have over one million Bitcoin now in
17 the trust. Start doing something for yourself and this family
18 you have." And then Craig takes that forgery and sends it to
19 Ira to pass it off as if Dave Kleiman told him: "All million
20 Bitcoin in the trust belong to you."

21 This man forged documents to steal his dead best
22 friend's fortune and told his brother that that's what he did.

23 I want to walk you through the timeline of what
24 happened after Dave dies. On April 30th, 2013, Carter Conrad
25 emails some of Dave's friends telling them that he's passed.

1 Craig is on that email. Craig responds to that email to
2 express sorrow for the loss. But he never mentions his
3 business partnership with Dave. He never mentions that Dave
4 had Bitcoin, Dave had intellectual property, or that he could
5 locate a literal fortune of digital assets. He also doesn't
6 reach out to Dave's family. In fact, it would be over nine and
7 a half months before Craig did any of those things. On the
8 stand, he told you about some reach-out to a fiancée. Did you
9 see any evidence of that? No. Did the fiancée come and
10 testify? No. Another lie.

11 And during those nine months, Craig completely strips
12 out Dave Kleiman's estate from all of its assets, all of its
13 Bitcoin, all of its intellectual property, and strips Dave's
14 legacy.

15 We showed how that less than three months after Dave
16 died, Craig sues Dave's company W&K and claims it owes him \$60
17 million. We then saw he told the Australian courts that he,
18 Craig Wright, was the legal agent and representative and
19 director of W&K. And that through him W&K agreed it owed Craig
20 Wright \$60 million. He was the plaintiff and the defendant in
21 this case. He was sitting at both sides of the table.

22 We showed you he submitted a document to the
23 Australian courts that made it look like Jamie Wilson had
24 agreed on behalf of W&K to transfer W&K's intellectual property
25 to Craig. But we then heard Jamie Wilson testify that he had

1 nothing to do with W&K.

2 Ms. Vela?

3 (Video:)

4 "Q. Were you ever a director of W&K?

5 "A. No.

6 "Q. Were you ever a shareholder of W&K?

7 "A. No.

8 "Q. Were you ever an officer of W&K?

9 "A. No. I wasn't even aware of it."

10 (End of video.)

11 Left-hand side, forged signature from Jamie Wilson,
12 Jamie Wilson's sworn testimony.

13 We showed you the next thing Craig did was to rush to
14 the courthouse in Australia to trick the judge into giving him
15 what he wanted. He told the judge he was the sole director of
16 W&K, precisely the opposite of his sworn declaration in this
17 court that he never was a director in W&K.

18 Craig then told the Australian judge that he had
19 already taken control over W&K's accounts, that he had a
20 statutory declaration to prove it, and that the lawsuit in
21 front of that judge was a mere formality.

22 Craig only submitted one statutory declaration in
23 Australia and that statutory declaration contains a list of
24 Bitcoin addresses. Craig took control over W&K's Bitcoin
25 addresses.

1 We showed you that there was a forged contract between
2 Dave, Craig, and W&K, with outrageous terms, the deathbed
3 contract. Dave never signed that outrageous deathbed contract.
4 Dave's signature is a forgery. We showed you that Dave's real
5 electronic signature was a cryptographic signature. On the
6 right-hand side, all the little details on the Computer
7 Forensic's signature, that was Dave Kleiman, the cryptographic
8 expert -- that was his signature. And it looks nothing like
9 the deathbed contract on the left-hand side.

10 We showed you Dave's handwritten signature, the one --
11 Ms. Vela, could you go back one moment.

12 We showed you Dave's handwritten signature that --
13 sorry -- go ahead, Ms. Vela, please.

14 Dave's handwritten signature looks absolutely nothing
15 like the signature on the deathbed contract. And Carter Conrad
16 and Ira Kleiman both testified that was not Dave Kleiman's
17 signature.

18 The only person, the only person to claim that this
19 was Dave's signature was Craig Wright, who, under the contract,
20 would receive assets that are now worth billions of dollars,
21 hundreds of billions of dollars.

22 Craig treated the forged contract as real, though. He
23 goes back to the Australian courts and tells them that now he
24 owns all of W&K. And he confirmed that he already obtained
25 W&K's IP. And because Dave had died, and no one was there to

1 defend W&K, his fraud worked and the Court signed off on his
2 sham.

3 So Craig obtains W&K's IP and he already had full
4 control over the partnership's 1.1 million Bitcoin.

5 Jamie Wilson testified that the Bitcoin came from Dave
6 and Craig's mining operation. Craig admitted it too. He told
7 the Australian Taxation Office that the Bitcoin came into his
8 control as a matter of fate and other circumstances and that
9 Dave Kleiman had been a central part of that project but had
10 died earlier that year. And at deposition, Craig admitted that
11 the fate that resulted in him having all this Bitcoin was
12 Dave's death.

13 (Video:)

14 "Q. Was that something (inaudible)?

15 "A. Yes. This sounds like something I would
16 (inaudible).

17 "Q. What did you mean by fate?

18 "A. I mean exactly the meaning of the word. Fate
19 means circumstances beyond control. So the fact that my best
20 friend died is fate, misfortune. It would not be a random
21 occurrence."

22 (End of video.)

23 As with many stories, it's Craig's greed that results
24 in his downfall. He had almost gotten away with it. But in
25 September 2013, he applies for \$10 million tax refunds from the

1 Australian government based on the intellectual property he had
2 stolen. The Australian government quickly audits Craig's
3 companies -- Ms. Vela, if you could jump ahead with me --
4 quickly audits Craig's companies. And then after auditing his
5 companies, in February of 2014, they begin asking questions
6 about W&K.

7 Can you guys jump ahead for me, please. I'm on Page
8 40.

9 Craig finally reaches out -- do we have a
10 technological issue?

11 It was then, right after W&K -- right after the ATO
12 reaches out about W&K, five days later, all of a sudden Craig
13 Wright reaches out. Make no mistake. This is not a good man
14 doing a good deed. This is a desperate man attempting to
15 protect the fruits of his theft and protect himself from the
16 Australian Taxation Office breathing down his neck. He needed
17 the Kleimans to help him convince the Australian government
18 that his actions against W&K were proper.

19 So he emails Ira Kleiman and he promises them fool's
20 gold. Knowing that Dave's Bitcoin is really in the trust, he
21 tells them: "Oh, I can help you find Dave's Bitcoin on these
22 drives." He's Dave's best friend. He knows Dave's a computer
23 forensic expert. He knows there are encrypted files on the
24 drives. He knows he has the perfect excuse when Bitcoin is
25 never found because it's already in the trust. "Yeah. Oh,

1 they're probably in that encrypted file."

2 Craig's trick works. When the Australian Taxation
3 Office finally reaches out to Ira Kleiman, Ira reaches back out
4 to Craig. He says: "What should I say to them?" Craig, the
5 confidence man. It worked. Ira trusted Craig, Ira believed in
6 Craig, and Ira did what he wanted.

7 In this case, the Defense has almost no reliable
8 evidence to offer. So instead, they implemented what lawyers
9 sometimes call the spaghetti defense. They throw everything
10 against the wall to see what sticks. But their defenses are so
11 desperate that they contradict each other. On the one hand,
12 the Defense is telling you that Dave couldn't have mined
13 Bitcoin with Craig Wright because he was poor; couldn't have
14 paid his bills, and anyone with millions of dollars in Bitcoin
15 wouldn't have fallen on tough times.

16 But they also ask you to believe that Dave died in
17 poverty with a fortune of Bitcoin locked on his devices that
18 Ira Kleiman deleted. Which is it? Did he have Bitcoin on his
19 devices? And he died in poverty? No. The only thing that
20 makes sense is that Dave didn't have any Bitcoin in his
21 personal devices, which is why he was short on cash. The
22 Bitcoin were in the partnership's trusts. And Craig wouldn't
23 agree to distribute the partnership's trusts.

24 You heard Carter Conrad testify that Dave was not a
25 thief. He was an honorable person. He never stole from his

1 partnership with Carter Conrad. He never took assets from
2 Computer Forensics without Patrick's permission, even though he
3 was on tough times.

4 Dave wouldn't have stolen from the Satoshi Nakamoto
5 partnership either. And that's completely consistent with
6 Ira's testimony that Craig told him that he and Dave had an
7 agreement in place not to sell Bitcoin. It's also consistent
8 with Craig's communications with Dave where he says: "We don't
9 touch the trust, not now, not ever. One day they'll be worth
10 billions."

11 It's also consistent with Craig's own life during that
12 period. His own wife testified in deposition that she was
13 working two jobs, that her and Craig didn't have a lot of
14 money, that it was financially very difficult for them and she
15 couldn't even put proper food on the table.

16 It also aligned perfectly with Jamie Wilson's
17 testimony that as soon as Dave died Craig and Dave's -- Craig's
18 partner Dave was no longer around to make sure he honored the
19 deal, Craig began spending like a madman; \$15,000 top shelf
20 champagne, new cars, flashy suits, new watches. All of a
21 sudden, he could spend the money.

22 The Bitcoin are on Dave's devices fails even if you
23 ignore the fact that it's contradictory and that it was clearly
24 a ploy by Craig to gain Ira's trust. There's zero credible
25 evidence supporting it. The only person who has ever said that

1 Craig Wright.

2 And Craig Wright's own expert Nicholas Chambers
3 testified on cross-examination that he found no evidence of any
4 Bitcoin private keys on those devices. The Defense is simply a
5 continuation of the fraud that Craig perpetuated against the
6 Kleiman estate in 2014. It wasn't true then. It's not true
7 now. There are no Bitcoin on those drives. They're in the
8 trust that Craig told the ATO over and over that they were
9 mining Bitcoin into.

10 The next thing is Craig claims Dave was too sick to
11 mine Bitcoin. That's absurd. Every fact witness in the case,
12 Patrick Paige, Carter Conrad, Kimon Andreou, testified Dave
13 worked in the hospital with powerful computers by his bedside.
14 Dave's medical records contain hundreds of references to him
15 working on his computers. Carter testified Dave leveraged his
16 expertise in networking to remotely control computers. And
17 Antonopoulos testified that somebody being in a wheelchair
18 doesn't stop you from mining. And Craig himself -- Craig
19 himself told the ATO that Dave Kleiman was, quote -- he was
20 still working in the damn hospital, unquote.

21 I want to touch briefly on autism. First, no one in
22 this courtroom disputes that autism or Asperger's is a serious
23 condition that affects many people. I'm not a medical
24 professional. But what I can say is that it's odd that Dr.
25 Wright was first diagnosed with this condition at 50 years old

1 by a doctor that was hired by his lawyers after a lawsuit was
2 brought against him.

3 But most importantly, autism diagnosis is irrelevant
4 to this case. Dr. Klin told you that this condition does not
5 cause you to lie, or forge documents, or submit false
6 affidavits to courts. If anything, Dr. Klin's statements that
7 Craig Wright is overly literal should all but resolve this
8 case. Craig has admitted time and time again that Dave was his
9 business partner, that Dave mined the Bitcoin, that Dave
10 created IP for him. And if he's literal, it's true.

11 Craig tried to explain away the ATO evidence. "They
12 had a witch hunt against me. Des McMaster was sent to Papua
13 New Guinea." I told him I was to ask you -- for him -- to ask
14 you if he proved it. He didn't prove it. I dared him to do
15 it. He couldn't do it. It's all lies. The ATO didn't write
16 him a written letter of apology. He fled the country.

17 Craig has tried to poke holes in the coding. He says:
18 "Dave didn't know how to code." Well, putting aside the fact
19 that Craig Wright said that Dave Kleiman was an okay coder,
20 which is the same words that he used to describe, by the way --
21 put that all aside for a moment, there's so much more to
22 Bitcoin than a code. There's one part of Bitcoin that's a
23 code. That's the software. Beyond that, there's the
24 whitepaper. There's thinking of the idea. There's mining.
25 There's interacting with the people. There's the Satoshi

1 Nakamoto email accounts, the Satoshi Nakamoto Bitcoin Talk
2 accounts. There's partnership. So much more than just code.

3 I'd like to take you for a moment through the Verdict
4 Form the Court has shown you.

5 Ms. Vela, can we get that on the screen, please.

6 The first question on the Verdict Form asks you
7 whether you would find the Defendant is liable to the estate of
8 Dave Kleiman for breach of partnership. You should write:
9 "Yes."

10 Dave's Kleiman's estate should receive his share of
11 the partnership's assets that's 1.1 million Bitcoin --
12 1,100,111. You've heard about it many times.

13 As Judge Bloom instructed you, the appropriate measure
14 of damages for this partnership claim is the current value of
15 Dave's interest in the partnership. You heard Antonopoulos
16 testify that the current price of Bitcoin is -- write this down
17 if you want -- \$61,637.76 -- excuse me -- per Bitcoin. You can
18 use the calculator on the laptops that are given in your jury
19 room.

20 The total amount of damages for the partnership claim,
21 550,055.5 Bitcoin multiplied by the price of Bitcoin, is
22 \$33,904,188,895.68. That's half of the partnership in Bitcoin.

23 You'll leave the next line blank because, as the
24 evidence showed, the IP was with W&K. The Bitcoin were with
25 the partnership; the estate, the IP, is with W&K.

1 So question 3 asks you to find whether the Defendant
2 is liable for conversion. You should write: "Yes."

3 In question 4, you should put checkmarks by both the
4 estate of Dave Kleiman and W&K because Craig stole from them
5 both; Bitcoin from the estate and intellectual property from
6 W&K.

7 Each of these claims stand by itself, which means you
8 need to fill each one out. It's not going to add up each claim
9 to each other. Fill out each one as you see it.

10 As Judge Bloom instructed you, the appropriate measure
11 of damages for the conversion claim is the highest value of the
12 stolen asset between the time of theft and trial. You heard
13 Andreas Antonopoulos testify that the highest price of
14 Bitcoin -- write this down, if you need it -- is \$64,947.44 per
15 Bitcoin. Multiplied by the half of the partnership's Bitcoin,
16 that's 550,000 -- 550,055.5, that's \$35,724,696,582.92.

17 The IP is with W&K, so let's go there next. In W&K,
18 you need the value of the intellectual property. Craig Wright
19 said that the IP at issue in this case is worth \$252 billion.
20 He said it when he had all incentives to lie about it. That is
21 W&K's IP which Dr. Wright stole. So you should award at least
22 half of the intellectual property to W&K. That is \$126
23 billion, half of the 252 it's worth.

24 The next questions are about civil theft. The clear
25 and convincing evidence in this case shows that Craig stole

1 from his dead best friend's estate and stole from W&K. In
2 fact, the evidence is basically un rebutted. Because the theft
3 was from both the estate and W&K, you should check both for the
4 estate and W&K in question 7. Question 7.

5 Now let's go to Question 8, please. In question 8,
6 the Court has instructed you that civil theft damages are also
7 the highest value between the theft and trial. You should fill
8 in the same numbers based on the same calculation that gets us
9 to -- I'm going to read the numbers this time -- 35, comma,
10 724, comma, 696, comma, 582, decimal, 92. And for W&K, 126
11 billion.

12 Next, you'll consider the estate and W&K's fraud
13 claims. All the elements for fraud were met. So in question 9
14 you should say: "Yes."

15 For question 10, you should put checkmarks next to
16 both the estate and W&K because Craig Wright defrauded them
17 both.

18 For question 11, Judge Bloom has instructed you that
19 the amount of damages for fraud is calculated at the time Craig
20 committed the fraud or constructive fraud; therefore, the
21 damages from Craig Wright's fraud calculated at the time Craig
22 committed the fraud is the estate's share of 1.1 million
23 Bitcoin and W&K's share of the IP.

24 As you already filled in the partnership claims, the
25 estate's share of Bitcoin, which the estate continues to be

1 deprived of by Craig Wright's fraud, is -- I'm going to read
2 the numbers -- 33, comma, 904, comma, 188, comma, 895.68. And
3 the damages for Defendant's fraud against W&K is \$126 billion.

4 Next is the constructive fraud claim. Because Wright
5 betrayed the trust of both W&K and Dave Kleiman you should
6 write: "Yes" in question 12.

7 For question 13, you should put checkmarks by both
8 Plaintiffs.

9 And for question 14, the damages are the same for
10 fraud. \$33,904,188,895.68. And for W&K half of the 252, 126
11 billion.

12 Next, you will consider W&K's breach of fiduciary
13 duty. By misrepresenting his relationship with W&K to the
14 Australian courts, and then stealing W&K's IP, Craig breached
15 his fiduciary duty to W&K. You should write: "Yes" for
16 question 15.

17 Again, the harm from the breach of fiduciary duty to
18 W&K is its lost IP. Half of 252 billion is 126 billion.

19 Plaintiffs' final claim is for unjust enrichment. You
20 should write: "Yes" here. And if, as you have suggested, you
21 find Dave Kleiman and Craig Wright were a partnership, you will
22 skip this question for the estate because it doesn't apply if
23 you found there was a partnership for the estate.

24 Question 19. You check -- question 19.

25 Thank you.

1 Here, the award for -- you skip this question for the
2 estate because you have found for the estate on partnership
3 claims. And so now for the intellectual property you'll put
4 126 billion for W&K.

5 The Court has also asked you to determine the number
6 of Bitcoin that you find belonged to the estate and/or W&K.
7 The evidence you have seen has shown you over and over again
8 that supports 550,055.5 Bitcoin. 550 -- there it is on the
9 screen.

10 The next stage of the Verdict Form is about statute of
11 limitations and laches. The idea that the Kleimans should have
12 figured out Craig's complex fraud before Craig even emailed Ira
13 Kleiman is absurd. You should reject "not barred" on all of
14 these claims.

15 Finally, punitive damages. Punitive damages are
16 different than compensatory damages. They're damages that ask
17 you to not give the estate back what it's owed. That's not a
18 punishment. Punitive damages are meant to punish wrongful
19 conduct. Ordering Craig to return what he took wrongfully
20 isn't punishment. What amount of punishment is up to you. If
21 there should be punishment is up to you. But we would submit
22 to you that forcing Craig to give the other half of his half,
23 so half of his half of the Bitcoin would be punishment, be
24 about \$17 billion.

25 THE COURT: Mr. Freedman, I just want to remind you

1 you've exceeded the allotted time. I'll give you more time on
2 the front.

3 MR. FREEDMAN: Thank you.

4 \$17 billion. It will still leave Craig with \$17
5 billion in Bitcoin and \$126 billion worth of intellectual
6 property, but it will hurt.

7 Finally, Ladies and Gentlemen, I want to thank you one
8 last time. This case hasn't been easy, and I know. It's got a
9 lot of information. But at the end of the day, the two issues
10 at the heart of Plaintiffs claim are this: Did Dave and Craig
11 have a partnership and did that partnership mine Bitcoin and
12 intellectual property? Clearly, yes.

13 And after Dave's death, did Craig steal Dave's share
14 of the partnership assets from Dave's family? Clearly, yes.

15 The instructions Judge Bloom read to you this morning
16 say we must prove the estate's claim by only a preponderance of
17 the evidence. That means our side just has to be more likely
18 than not right. It's like if you take one of those old-time
19 scales and you're weighing the evidence and you put everything
20 we've shown you on one side. Dr. Wright should be all the way
21 at the top. In order for us to lose, the evidence Dr. Wright
22 has put forward needs to not just even the scales; he needs to
23 outweigh us. I'll submit to you he's not even close.

24 We've submitted evidence, witnesses, testimony,
25 documents. Dr. Wright has told you his own words. And you

1 have seen with your own eyes you can't believe his words. We
2 have to be just a little bit heavier. We are way more than
3 that, Ladies and Gentlemen.

4 As I sit down, you're going to hear from Mr. Rivero.
5 He may try to point to the absence of a written partnership
6 agreement, which is not required under the law. He may point
7 to the absence of communications with Dave, which Craig
8 admittedly destroyed to distance himself from Satoshi.

9 You may -- he may ask you to ignore what you saw, what
10 you heard, and what Dr. Wright means when he says with his
11 hyper-literalness that he repeatedly called Dave his partner
12 and repeatedly said Dave Kleiman mined 1.1 million Bitcoin.

13 I want you to listen closely to Mr. Rivero.

14 What does he say to explain away the mountains of
15 admissions that Craig Wright made before the estate brought
16 this lawsuit? What does he say to explain away the testimony
17 of Jamie Wilson, Patrick Paige, Carter Conrad, Andrew O'Hagan,
18 and the others who have said that Craig Wright told them he
19 partnered with Dave?

20 What does he say about the forgeries that Craig wrote
21 in his dead best friend's name?

22 What does he say about the ATO transcripts, the ATO
23 documents?

24 We told you at the start of this trial that the case
25 was about a choice made by Dr. Wright. He could have done the